

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
SUPERVISORY HEALTH SCIENCE PROFESSIONAL  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 8<sup>th</sup> day of  
December, 2015,

BY AND BETWEEN

Authorized Management Representatives  
(hereinafter referred to as "Management") of the  
County of Los Angeles (hereinafter referred to as  
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred  
to as "Union").

## TABLE OF CONTENTS

	PAGE
ARTICLE 1	PURPOSE ..... 1
ARTICLE 2	RECOGNITION..... 2
ARTICLE 3	IMPLEMENTATION ..... 3
ARTICLE 4	AUTHORIZED AGENTS ..... 4
ARTICLE 5	OBLIGATION TO SUPPORT ..... 5
ARTICLE 6	NON-DISCRIMINATION ..... 6
ARTICLE 7	TERM..... 7
ARTICLE 8	RENEGOTIATION ..... 8
ARTICLE 9	WORK RELEASE FOR NEGOTIATIONS ..... 9
ARTICLE 10	COORDINATED BARGAINING ..... 10
ARTICLE 11	GRIEVANCE PROCEDURE ..... 11
ARTICLE 12	GRIEVANCE MEDIATION ..... 22
ARTICLE 13	GRIEVANCES - GENERAL IN CHARACTER..... 24
ARTICLE 14	EXPEDITED ARBITRATION..... 27
ARTICLE 15	PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP .... 32
ARTICLE 16	NEW EMPLOYEE ORIENTATION..... 37
ARTICLE 17	MANAGEMENT RIGHTS..... 38
ARTICLE 18	FULL UNDERSTANDING, MODIFICATIONS, WAIVER..... 39
ARTICLE 19	PROVISIONS OF LAW ..... 42
ARTICLE 20	CONTRACTING OUT AND TRANSFER OF FUNCTIONS.. 43
ARTICLE 21	STRIKES AND LOCKOUTS ..... 44
ARTICLE 22	ALTERNATIVES TO LAYOFFS ..... 45
ARTICLE 23	EMPLOYEE BENEFITS ..... 48
ARTICLE 24	ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES ..... 49
ARTICLE 25	OUT-OF-CLASS ASSIGNMENTS ..... 50
ARTICLE 26	POSITION CLASSIFICATION STUDY ..... 53
ARTICLE 27	PERSONNEL FILES ..... 55
ARTICLE 28	LEAVES OF ABSENCE ..... 57
ARTICLE 30	EMPLOYEE LISTS ..... 66
ARTICLE 31	EMPLOYEE PAYCHECK ERRORS ..... 67
ARTICLE 32	EMPLOYEE PARKING ..... 70
ARTICLE 34	LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE ..... 75
ARTICLE 35	WORK ACCESS ..... 76
ARTICLE 36	BULLETIN BOARDS..... 77
ARTICLE 37	SAFETY AND HEALTH ..... 79
ARTICLE 38	ELECTRONIC HUMAN RESOURCES (E-HR) ..... 82
ARTICLE 39	PERSONNEL PRACTICES..... 83
ARTICLE 40	STEWARDS..... 85
ARTICLE 41	DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING .. 87
ARTICLE 42	DEPARTMENT OF MENTAL HEALTH HEALTHCARE REFORM & INTEGRATION ..... 101
ARTICLE 43	RE-ENGINEERING AND WELFARE REFORM..... 105
ARTICLE 44	LEGAL REPRESENTATION..... 106

## TABLE OF CONTENTS

	PAGE
ARTICLE 45	WORK SCHEDULE..... 107
ARTICLE 46	CONTINUING EDUCATION..... 111
ARTICLE 47	POSTING OF PROMOTIONAL AND EMPLOYMENT OPPORTUNITIES ..... 115
ARTICLE 48	FIELD ASSIGNMENTS ..... 117
ARTICLE 49	OVERTIME..... 118
ARTICLE 50	TRANSFERS..... 122
ARTICLE 51	LABOR MANAGEMENT COMMITTEE ..... 126
ARTICLE 52	SPECIAL PAY PRACTICES..... 128
ARTICLE 53	SALARIES..... 133
	APPENDIX A..... 142
	APPENDIX B..... 143
	OFFICE ERGONOMIC GUIDELINES ..... 143
	APPENDIX C..... 146
	"NOTICE A" ..... 147
	"NOTICE B"..... 148
	SIGNATURE PAGE..... I

ARTICLE 1      PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.



## ARTICLE 2            RECOGNITION

### Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, Local 660, SEIU, was certified on March 6, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. 20-69) as the majority representative of County employees in the Health Science Professional Employees Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes Local 721, SEIU, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

### Section 2.            Exclusive Recognition

Management agrees that it shall recognize Local 721, SEIU, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Local 721, SEIU, has shown it has met the requirements of any such new rules.

ARTICLE 3            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4            AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A.     Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B.     The Local 721, SEIU principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5            OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 721, SEIU, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Local 721, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 8        RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of May 15 to May 31, 2018.

Negotiations shall begin no later than June 15, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9            WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.



ARTICLE 10      COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11      GRIEVANCE PROCEDURESection 1.      Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2.      Definitions

1.      Wherever used the term "employee" means either employee or employees as appropriate.
2.      "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.  
  
A group grievance is a common complaint by a number of employees within the department or a unit thereof.
3.      "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

### Section 3.            Responsibilities

1.     Local 721, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
  
2.     Departmental Management has the responsibility to:
  - A.     Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  
  - B.     Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
  
3.     The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

### Section 4.            Waivers and Time Limits

1.     Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.            Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her

duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6.            The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify Local 721, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Local 721, SEIU, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Local 721, SEIU representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7.            Procedures

Level 1.            Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2.                      Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3.                      Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.
- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8.            Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, Local 721, SEIU, may request that the grievance be submitted to arbitration as provided for hereinafter.



2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event Local 721, SEIU desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
  - Purpose
  - Recognition
  - Non-Discrimination
  - Implementation
  - Term
  - Renegotiation
  - Safety and Health
  - Payroll Deductions and Dues
  - Authorized Agents
  - Provisions of Law
  - Workplace Retraining
  - New Employee Orientation

## ARTICLE 12      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management,

Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13      GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 721, SEIU and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where Local 721, SEIU, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 721, SEIU, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 721, SEIU, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to Local 721, SEIU, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.



Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and Local 721, SEIU, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
  - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
  - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
  - 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
  - 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
  - 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15            PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.            Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3.            Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4.            Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5.            Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.



Section 6.            Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7.            Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8.            Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9.                    List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10.                Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16        NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17      MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18      FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.



ARTICLE 19      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20            CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22            ALTERNATIVES TO LAYOFFSSection 1.            Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a)     discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b)     take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2.            Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or

CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

### Section 3.            Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

### Section 4.            Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5.                    Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

**ARTICLE 23**      **EMPLOYEE BENEFITS**

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24      ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.



ARTICLE 25      OUT-OF-CLASS ASSIGNMENTSSection 1.      Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant\*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2.      Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

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\*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

### Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26            POSITION CLASSIFICATION STUDYSection 1.            Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2.            Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3.            Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4.                    Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27      PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28            LEAVES OF ABSENCESection 1.            Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.            Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.            Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.



The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

#### Section 4.            Employee Organization Leave

Local 721, SEIU requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. Local 721, SEIU may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with Local 721, SEIU. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Local 721, SEIU business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5.            Family Leave

- A.     The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B.     The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C.     Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- C. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6.            Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.
- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.
- In order to maintain critical public services, all requests by employees for unpaid

EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:

- EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.
- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.
- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- An employee may take a total of one (1) year of EVTO with the following parameters:
  - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
- Retirement service credit will not accrue during this period.
- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual  
 Sick Leave Accrual  
 Savings and Horizons Plan\*  
 Flexible Benefit Contributions  
 Step Advance  
 Retirement Service Credit\*\*  
 Military Leave

Benefits Not Protected

Jury Leave  
 Bereavement Leave  
 Witness Leave  
 Civil Service Examination Leave  
 Weekend Pay  
 Holiday Pay

- \* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

- \*\* Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.



ARTICLE 30        EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31      EMPLOYEE PAYCHECK ERRORSSection 1.      Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

## Section 2.            Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

## Section 3.            Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4.            Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5.            Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32        EMPLOYEE PARKINGSection 1.        Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2.        Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3.            Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33      WORKPLACE RETRAININGSection 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2015-2016 will be forwarded to fiscal year 2016-2017. Any balance from fiscal year 2016-2017 will be forwarded to fiscal year 2017-2018. Any balance from the fiscal year 2017-2018 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2015-2016, 2016-2017, 2017-2018, July 1, 2018 to September 30, 2018) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2.            Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.



Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34            LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT  
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, Local 721, SEIU.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35      WORK ACCESS

Authorized Local 721, SEIU representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. Local 721, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Local 721, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

Local 721, SEIU, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by Local 721, SEIU. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36      BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to Local 721, SEIU, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. Local 721, SEIU, recreational, Social and related Local 721, SEIU, news bulletins;
- B. Scheduled Local 721, SEIU, meetings;
- C. Information concerning Local 721, SEIU, elections or the results thereof;
- D. Reports of official business of Local 721, SEIU, including Local 721, SEIU, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of **Electronic Bulletin Boards** within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37        SAFETY AND HEALTHSection 1.        Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721, SEIU will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such conditions cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Local 721, SEIU may consult with the Chief of Disability Benefits, Health and Safety of the Chief Executive Office or his/her designate. A representative of such branch shall respond to the department head and Local 721, SEIU within ten (10) days. If Local 721, SEIU is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 11. During such ten (10) days consultation between the department head and Local 721, SEIU will take place.

## Section 2.            First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

## Section 3.

Management and Local 721, SEIU, mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, and the California Occupational Health Act of 1973.

## Section 4.

Management and SEIU, Local 721 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to ergonomics, infectious disease control, their causes and prevention. The Committee shall consist of as many as four 4 representatives appointed by the Union and as many as four 4 representatives appointed by Management. Meetings of this Committee shall be initiated at the request of SEIU, Local 721. The Committee shall meet as needed, but not more frequently than monthly.

## Section 5.            Critical Incident Stress Debriefing

Management shall make available access to stress debriefing following critical incidents during work.

Section 6.            Break and Storage Areas

Management shall make every reasonable effort to provide break areas for members of this bargaining unit to allow employees to take their breaks and lunches away from the work area and patients.

Management shall make every reasonable effort to provide adequate storage space for members of this bargaining unit to store their personal items away from the work area and patients.

All of the above is based upon existing space within the facility and fiscal availability.

The parties agree to recommend to the Labor Management-management Committee that their agenda should include an item to address issues related to employee break and storage areas.

Section 7.

Management shall provide at no cost to the employee Hepatitis B vaccinations and TB testing for all classifications covered by this MOU who have direct patient contact or who are at regular risk for exposure.



ARTICLE 38            ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39      PERSONNEL PRACTICESSection 1.

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the Local 721, SEIU. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2.      Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

Section 3.            Communication through County E-mail

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with bargaining unit members through their County e-mail addresses.

This workgroup will complete its work within 60 days of the Board of Supervisors' approval of the MOU. The workgroup will present recommendations to the Board of Supervisors for any policy changes.

ARTICLE 40        STEWARDSSection 1.        Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that Local 721, SEIU, may select a reasonable number of stewards for this Unit. Local 721, SEIU shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by Local 721, SEIU.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

Local 721, SEIU agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41            DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF  
PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1.            Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

In the event that health related services from multiple departments become integrated the County and Local 721 will meet in accordance with Article 41.

Section 2.            Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3.            Staffing

- A.     The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.



It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4.            Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the Worker Education Resource Center (WERC). Upon successful completion of the course, each employee shall be issued a certificate.
- D. Management shall make every reasonable effort to release employees to attend training offered through the Worker Education Resource Center (WERC). If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for WERC sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Worker Education Resource Center (WERC) may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Worker Education Resource Center (WERC) career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5.                    Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6. Safe Patient Handling (Patient Transport and Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Los Angeles County will make every reasonable effort to ensure that Patient Lift and/or Patient Transport Teams are available at all times. The County will make every reasonable effort to ensure that there will be no fewer than two (2) trained and designated team members to safely lift, reposition or transfer patients to/from beds, chairs, gurneys, and other areas; in accordance with DHS policy. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one

representative from the Healthcare Worker Education Resource Center (WERC). An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

Department of Health Services (DHS) Management will endeavor to make training, standards, guidelines and responsibilities clear and uniform throughout DHS.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make safety alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the safety alarm devices shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain safety alarm devices, and replace broken or damaged alarm through the term of this MOU.

In consultation with the Union, the County shall develop a plan for distribution and replacement of the safety alarm devices.

4. A Code Gold Team (or Behavioral Response Team) is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Gold Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Gold Teams replace existing security measures in place in county facilities.

Code Gold Team response members shall be provided with designated coverage staff to provide continuity of patient care.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Gold Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Gold Teams.



During the term of the MOU, the Emergency Codes policy will be reviewed, with the explicit purpose of addressing changes or updates to the policy, upon the request of either party at mutually agreeable times and locations. In order to make meetings effective management will notify Local 721, in writing, of any proposed changes or updates, or Local 721 will notify management, in writing, of any requested changes or updates. All proposed/requested changes shall be provided at the time of meeting request.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.
6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8.            Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9.            Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10.        DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTHCARE  
REFORM & INTEGRATION

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to establishing and improving ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for transitions in technology on workforce and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform and Integration Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform and Integration Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare Reform and Integration.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform and integration in DMH when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark for best practices to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

#### Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal portable alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior , and other field base trainings.
- Necessary safety equipment, such as cell phones, gloves, protective body suits, first aid kits / emergency safety kits, will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform and Integration Committee.

This article will expire at the end of the contract, with the exception of the section on work place safety. If the parties have not completed the work of DMH Healthcare Reform and Integration by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43      RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.



ARTICLE 44      LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 45      WORK SCHEDULEPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A.    Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B.    Work Shifts

1.    Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.
2.    Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. Irregular work

schedules shall not be changed without written notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. The fourteen (14) calendar day limitation may be waived upon mutual agreement between the individual employee and Management.

3. Changes made on the schedule alone do not constitute notification to the employee.
4. When the demands of the service require that an employee's regular assigned shift be changed to another shift, in the selection of the employee transferred, Management will, in the following order: (1) consider all transfer requests previously received, (2) request and consider volunteers, (3) consider selection on the basis of inverse County seniority.

Only after such consideration, selection, being based upon the needs of the service, might mandate a selection outside of Numbers 1-3 stated above in this section.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

When emergency assignments are necessary, Management will, in the following order; (1) consider all transfer requests previously received, (2) request and consider volunteers, and then (3) consider selection on the basis of inverse County seniority.

Only after such consideration, selection, being based upon the needs of the service, might mandate a selection outside of Numbers 1-3 stated above in this section.

- E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.
- F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternate work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

In the event that alternative work schedules are necessary, Management shall revert to Section 5.04.090 of the Employee Relations Ordinance (see appendix). Section G is not subject to Article 11; Grievance Procedure.

ARTICLE 46      CONTINUING EDUCATION

- A. Management recognizes the importance of continuing education for employees in this Unit. For employees in this Bargaining Unit, Management will grant County paid-time-off for management approved training at a minimum of 36 hours, but no less than the number of hours required for the licensure/certification/registration by the discipline during the term of the contract. At the discretion of management, in-house educational programs which qualify for continuing education units will be provided.

Management, in consideration of the needs of the service, will distribute and approve equitably among all employees in the same job assignment the requested paid County time.

Training hours may be completed at any time during the term of this contract, as set forth in Article 7 (Term).

County paid time-off will be granted for self- study courses provided that the courses are accredited and prior approval of management is obtained. Employees must provide Certification of contact hours.

Whenever employees in this Unit, after attending a continuing education course, are required to provide an in-house educational in-service to their department, management will grant up to, but not to exceed 4 (four) hours of County-paid time and provide County resources to prepare for a 1-hour in-service presentation.

- B. Management, upon receipt of a request for release to attend continuing education programs, agrees to respond to request within ten (10) business days.

If the needs of the service are not negatively impacted, management shall adjust employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off, or at a time that is outside of regular work hours.

County paid-time off up to a maximum of 8 hours per day for approved continuing education includes the time required for attendance at the training, as well as reasonable travel time.

- C. Management and Local 721 will consult pursuant to Los Angeles County Code Section 5.04.090 (A) when new or revised Continuing Education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for county employment. The purpose of said consultation is to determine how many hours of County paid-time off should be made available to employees in order to meet mandatory continuing education requirements.

- D. Management will make every reasonable effort to grant request for time off to attend continuing education program for those employees in the Unit who hold a dual license and are required to complete continuing education as a condition of licensure, and if dual licensure is required by their class specifications or law.

E. In-service Education

1. Management shall identify new assignments and new technology. Thereafter, training will be provided and competencies validated before employees are expected to independently perform new skills.
2. Dependent upon needs of the service, employees of this bargaining unit may attend management approved in-service education on County time and shall be relieved from regularly assigned duties for the duration of the in-service program. Management shall arrange for appropriate coverage during the employee's participation in such programs.
3. Management shall establish timeframes to allow employees County time to read and ask questions about written educational materials, including, but not limited to, new policies and procedures prior to providing signature acknowledgement by the employee.
4. When mandated by management or by laws/regulations, County shall provide CPR training, CPR certification completion card, and training materials to members covered by this MOU. A deposit may be required to obtain the training materials, refundable upon return.



F. Training Programs

Management recognizes the importance of, on-site and off-site, professional development for employees in this Unit.

Management, in consideration of the needs of the service, will approve employee(s) requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County paid time-off.

Management will distribute equitably among all employees in the same job assignment paid County time to attend available work -related educational programs, such as: conferences, workshops, seminars, or symposiums.

An employee in the Unit may request to participate in the work related educational programs, symposiums, seminars, conferences and meetings which would lead to an increase in the skills, knowledge, and understanding of the employee's current job assignment.

Employee training requests for County time to attend such programs shall be subject to the needs of the service.

Training programs offered by the facility/services shall be posted as determined by management, utilizing one or more of the following: bulletin board, e-mail, intranet, etc.

ARTICLE 47POSTING OF PROMOTIONAL AND EMPLOYMENT  
OPPORTUNITIES

Management of all county departments covered by this bargaining unit will post, within a reasonable time, employment and promotional opportunities on a bulletin board and or boards designated expressly for this purpose and on the Internet of all Departments' Human Resource (Personnel) websites as available. Designated bulletin boards shall be located in an area which is centrally located and accessible to employees in the Unit.

Phone numbers for information on each department's professional vacancies will appear on bulletins or will be attached to bulletins at the following locations:

Human Resources  
Health Services Administration  
313 N. Figueroa Street, Room 518  
Los Angeles, CA 90012

Phone: (213) 240-7705  
Fax: (213) 240-8094

Human Resources  
Harbor-UCLA Medical Center Bldg, L-3  
1000 Carson Street  
Torrance, CA 90509

Phone: (310) 222-3231  
Fax: (310) 328-8450

Human Resources  
Martin Luther King, Jr.-Drew MACC  
12021 S. Wilmington Avenue  
Los Angeles, CA 90059

Phone: (310) 668-3681  
Fax: (310) 687-2856

Human Resources  
LAC+USC Medical Center  
5555 Ferguson Drive, Room 2001  
City of Commerce, CA 90022

Phone: (323) 890-8313  
Fax: (323) 890-8372

Human Resources  
High Desert Hospital  
44900 N. 60th Street, West  
Lancaster, CA 93534

Phone: (661) 945-8301  
Fax: (661) 723-1906

Antelope Valley Rehab. Center  
P.O. Box 25  
Acton, CA 93510

Phone: (661) 269-0062 ext. 211  
Fax: (661) 269-0427

Human Resources  
Public Health Programs & Health Services Admin.  
5555 Ferguson Drive, Room 120  
City of Commerce, CA 90022

Phone: (323) 890-7924  
Fax: (323) 838-9548

Human Resources  
Olive View - UCLA Medical Center  
14445 Olive View Drive  
Sylmar, CA 91342

Phone: (818) 364-3313  
Fax: (818) 364-3001

Rancho Los Amigos National Rehab. Center  
7601 East Imperial Highway, Bldg. 500, Rm. 116  
Downey, CA 90242

Phone: (562) 401-7511  
Fax: (562) 401-7791

Department of Mental Health  
Human Resources Bureau  
550 South Vermont Avenue  
Los Angeles, CA 90020

Phone: (213) 738-4775  
Fax: (213) 637-5892

Personnel Administration  
Sheriff's Headquarters  
4700 Ramona Boulevard  
Monterey Park, CA 91754

Phone: (323) 526-5430  
Fax: (323) 415-0181

### JOB HOTLINE

The Open Competitive Job Hotline, a 24-hour recorded telephone listing of jobs open to the public, is operated and maintained by the County of Los Angeles Department of Human Resources. The Hotline number is (213) 351-5478.

The number for the recorded listing of jobs open only to permanent County employees is (213) 974-8335.

To access employment opportunities via the Web, visit <http://dhr.lacounty.info> for job information.

ARTICLE 48      FIELD ASSIGNMENTS

When a Field Assignment is more than 35 (thirty-five) miles from headquarters, upon the employee's request, management shall consider placing the employee on a flexible work schedule.

ARTICLE 49            OVERTIMESection 1.            Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A.     The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday and for continuing education training will be counted in calculating hours worked for overtime purposes.

B.     The County shall pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Employees working overtime shall not be required to take a break before starting the overtime.

C.     On or after August 1, 1995, at the employee's option, Compensatory Time-off (CTO) accrued during the period from October 1, 1993 through June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment

for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

The parties agree that all overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.

Section 2.                    Usage of Non-FLSA Earned Compensatory Time

- A.     Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B.     With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3.            Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4.            Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification and in the same organizational work unit and work location. Management shall make every reasonable attempt to distribute overtime in an equitable manner with regard to the number of shifts, the assignment of weekends, nights, and holidays among those employees who wish to work overtime. In the assignment of overtime, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

Section 6.                    Accrual and Use of FLSA Compensatory Time Off (CTO)

- A.     At the employees option, an employee may request CTO in lieu of pay, at a rate of one and one-half (1½) hours off for each hour of overtime worked, to a maximum of 54 hours worked at any one time.

To use compensatory time, an employee must submit a request to the immediate supervisor prior to the date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior approval of the immediate supervisor. Unless approved by management, employees may not accrue CTO which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

- B     An employee shall be permitted to use such time off within a reasonable period after making the request, providing such use does not unduly disrupt departmental operations.
- C.     At the discretion of Management, an employee may be paid for a portion or all of his/her CTO at any time.



ARTICLE 50      TRANSFERSSection 1.      Definitions

1. For the purpose of this Article, "transfer" is a permanent change of work location from one position to another position in the same class. Transfers may be interdepartmental or intradepartmental. Rotations to acquire and/or to maintain cross training skills are not covered by this article.
2. For the purpose of this Article, transfers may be employee initiated or management initiated.
3. For the purpose of this the Article, "seniority" means Continuous County Service at the time of the transfer. This Article does not supersede Article 40, Stewards, Section 2.
4. This article does not supersede: Article 41. Department of Health Services and Department of Public Health Quality and Restructuring, Section 4. Reassignment/ Involuntary Transfer within DHS, DPH

Section 2.            Employee Initiated Transfers

A.    Inter-Facility/ Intra-Departmental Transfers

1.    An inter-facility/intra-departmental transfer refers to a transfer within a County Department.
2.    An employee desiring a transfer must locate a suitable, available position on his or her own time, and arrange for the organizational unit to accept him or her as a transfer. Written notice of such transfer shall be submitted to the appointing power.
3.    The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management shall consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority.
4.    Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

B. Inter-Departmental Transfers

1. An inter-departmental transfer refers to transfers from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS, etc.).
2. Any employee covered by this bargaining unit who wishes to transfer from one County Department to another may submit a dated, written request for such a transfer to the Management of the facility to which he/she desires transfer.
3. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

C. Transfer Request Process

1. Dated, written requests for transfers will be maintained by the office to which they are sent.
2. The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management shall consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority.

Section 3.            Management Initiated Transfers

- A.     In the case of a Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates immediate transfer. In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.
  
- B.     When the demands of the service require that an employee be transferred, the selection of the employee to be transferred shall be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management will, in the following order: (1) consider all transfer requests previously received; (2) request volunteers; (3) consider selection on the basis of inverse County seniority. Only after such consideration of numbers 1-3 selection, being based upon the needs of the service, might mandate a selection outside of numbers 1-3 stated above in this section.

ARTICLE 51      LABOR MANAGEMENT COMMITTEESection 1.      Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 341/342 Labor Management Committee to explore and implement agreed solutions to problems of mutual concerns including but not limited to:

- a. Recruitment and retention
- b. Hazardous working conditions
- c. Workloads
- d. Classification issues
- e. Recommendations for education programs pertinent to Health Science Professionals
- f. Regulatory requirements
- g. Quality improvement issues

Section 2.      Committee Membership

This Committee shall consist of the current Bargaining Team for Units 341 and 342 and Management members from, Department of Mental Health, Department of Health Services, Department of Public Health, the Sheriff's Department, and the CEO (Employee Relations and Compensation).

Section 3.            Meetings and Agendas

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

ARTICLE 52            SPECIAL PAY PRACTICES

Section 1.            Evening and Night Shift Differential

The parties agree that a 45 cents per hour bonus shall be paid to any employee employed in a classification listed below and a 30 cents per hour bonus shall be paid to any other employee in the Unit for each hour the employee works on an established evening or night shift as defined in Section 6.10.020 of the County Code, Title 6. Effective October 1, 2017, the evening shift differential rate will be 90 cents per hour, the night shift differential rate will be 60 cents per hour.

<u>Item No.</u>	<u>Title</u>
4904	Supervising Clinical Laboratory Scientist II
4906	Supervising Clinical Laboratory Scientist III
4909	Clinical Laboratory Scientist Administrative Coordinator
4924	Clinical Microbiology Supervisor
5001	Public Health Microbiology Supervisor I
5004	Public Health Microbiology Supervisor II

In lieu of compensation provided above:

- A. Any Supervising Clinical Laboratory Scientist I who is assigned to work a regularly scheduled evening shift, as defined in Section 6.10.020 of County Code, Title 6, shall receive a bonus of the number of levels equivalent to fifteen percent of the hourly rate for compensation set forth for the employee's classification in Section 6.28.050 of the County Code, Title 6 for each hour worked on such shift.

- B. Any Supervising Clinical Laboratory Scientist I who is assigned to work a regularly scheduled night shift, as defined in Section 6.10.020 of County Code, Title 6 shall receive a bonus of the number of levels equivalent to twenty percent of the hourly rate for compensation set forth for the employee's classification in Section 410 of the County Code for each hour worked on such shift.

Section 2.            Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.



### Section 3.           Standby Pay

It is understood and agreed that employees in this unit who are assigned regularly scheduled periods of authorized standby service at off-duty time shall receive a \$1.00 per hour bonus for such service to a maximum of \$300 per month.

Effective October 1, 2017, the rate for Standby will increase by 5%, over the existing rate.

Management shall specify at the beginning of each quarterly period commencing September 1, 1985, the number of employees by classification that are required to be available for standby work. Each employee within a department may specify to the department that such employee does not desire to be available for standby work. In the event an insufficient number of employees are available for such standby work, then the department may assign standby work to employees on the basis of the least senior employees in the department being so assigned.

No additional compensation for standby by status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Health Facilities Evaluator IIIs shall receive a \$2.00 per hour standby bonus to a maximum of \$300 per month.

Chief Environmental Health Specialists shall receive a \$2.00 per hour standby bonus to a maximum of \$300 per month.

Section 4.            Sheriff Detention Facilities Assignment

Any person employed in a full-time permanent position of, Community Mental Health Psychologist (Item #8711), Supervising Community Mental Health Psychologist (Item #8712), Clinical Psychologist II (Item #8697), Occupational Therapist I, II (Item #5857 and #5856), Recreation Therapist I, II (Item #5871 and #5872); and who is permanently assigned to work on a full-time basis for the Department of Mental Health Forensic Bureau in any Los Angeles County Sheriff Detention facility shall receive, in addition to any other compensation provided for in this article, \$50.00 per month. Compensation pursuant to this Section does not constitute the base rate.

Qualifying classifications permanently assigned to work in the Sheriff's Department Forensic Bureau will continue to receive \$50.00 per month upon the Department of Mental Health, Jail Mental Health Services integration into the Department of Health Services.

Upon the integration of the Department of Mental Health, Jail Mental Health Services, into the Department of Health Services, Clinical Psychologist I (Item #8695), permanently assigned to a Sheriff's Detention facility will also be provided \$50.00 per month. Compensation pursuant to this section does not constitute the base rate.

Section 5.            TB Control - STD Custody Assignment Bonus

Persons appointed to the position of Public Health Investigator (Item No. 5645) who are required to perform the following specialty assignments shall receive a bonus of 22 levels in addition to their regular rate of pay: (1) STD Custody Facilities and (2) TB Control Program. This bonus shall continue only for the duration of the assignment.

Section 6.            Labor Management Committee

A Labor Management Committee will be established to deal with issues of mutual concern including the timely promotion of Public Health Investigator Trainee to Public Health Investigator. The LMC will address the process of promotion of the PHI Trainee to PHI\* through the development of a standardized practice.

ARTICLE 53SALARIESSection 1.Recommend Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

Effective October 1, 2015            3%  
 Effective October 1, 2016            3%  
 Effective October 1, 2017            2%  
 Effective April 1, 2018                2%

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5899	AUDIOLOGY CHIEF	CURRENT	NM	102G	6756.82	8861.91
		10/01/2015	NM	103H	6959.64	9128.18
		01/01/2016	NM	105B	7239.09	9494.64
		10/01/2016	NM	106C	7457.09	9779.73
		01/01/2017	NM	107D	7681.27	10074.00
		10/01/2017	NM	108A	7834.00	10274.00
		04/01/2018	NM	108J	7990.36	10479.82
5678	CHIEF ENVIRONMENTAL HEALTH SPEC	CURRENT	NM	96G	5742.09	7531.27
		10/01/2015	NM	97H	5914.82	7757.64
		10/01/2016	NM	98J	6092.27	7990.36
		10/01/2017	NM	99F	6213.82	8149.45
		04/01/2018	NM	100C	6337.45	8311.27
8703	CHIEF, PSYCHOLOGICAL SERVICES	CURRENT	NM	112E	8818.27	11565.55
		10/01/2015	NM	113F	9083.27	11912.82
		10/01/2016	NM	114G	9356.00	12270.09
		10/01/2017	NM	115D	9541.91	12514.27
		04/01/2018	NM	116A	9731.00	12763.00
8974	CHIEF RESEARCH ANALYST, BEHAVIOR SCI	CURRENT	NM	96G	5742.09	7531.27
		10/01/2015	NM	97H	5914.82	7757.64
		10/01/2016	NM	98J	6092.27	7990.36
		10/01/2017	NM	99F	6213.82	8149.45
		04/01/2018	NM	100C	6337.45	8311.27
4926	CLINICAL CHEMIST SUPERVISOR I	CURRENT	NM	100G	6400.36	8393.82
		10/01/2015	NM	101H	6592.27	8645.91
		10/01/2016	NM	102J	6790.09	8905.55
		10/01/2017	NM	103F	6925.45	9083.27
		04/01/2018	NM	104C	7063.09	9264.00

4909 CLINICAL LAB SCIENTIST ADMIN COORD	CURRENT	NM	102B	6673.64	8752.82
	10/01/2015	NM	103C	6874.18	9015.91
	01/01/2016	NM	105A	7221.00	9471.00
	10/01/2016	NM	106B	7438.55	9755.36
	10/01/2017	NM	106K	7586.91	9950.27
	01/01/2018	NM	108H	7970.82	10454.09
	04/01/2018	NM	109E	8129.36	10662.45
5531 CONSULTING PHARMACOLOGIST	CURRENT		FS		354.15
	10/01/2015		FS		364.77
	10/01/2016		FS		375.71
	10/01/2017		FS		383.22
	04/01/2018		FS		390.88
4961 CYTOLOGY LABORATORY TECH SUPVR I	CURRENT	NM	95A	5506.00	7221.00
	10/01/2015	NM	96B	5671.18	7438.55
	01/01/2016	NM	96K	5784.64	7586.91
	10/01/2016	NM	97L	5958.45	7814.91
	01/01/2017	NM	99A	6137.00	8049.00
	10/01/2017	NM	99J	6259.91	8209.73
	04/01/2018	NM	100F	6384.64	8373.18
8699 HEAD CLINICAL PSYCHOLOGIST	CURRENT	NM	105D	7275.27	9541.91
	10/01/2015	NM	106E	7494.18	9828.45
	10/01/2016	NM	107F	7719.45	10124.00
	10/01/2017	NM	108C	7873.09	10325.45
	04/01/2018	NM	108L	8029.45	10531.27
5780 HEAD,RADIATION CONTROL	CURRENT	NM	106B	7438.55	9755.36
	10/01/2015	NM	107C	7662.18	10049.00
	10/01/2016	NM	108D	7892.64	10351.18
	01/01/2017	NM	110B	8290.64	10874.09
	10/01/2017	NM	110K	8455.73	11090.82
	01/01/2018	NM	112H	8883.73	11651.45
	04/01/2018	NM	113E	9060.82	11883.45
5864 HLTH FACILITIES CONS,OCCUP THERAPY	CURRENT	NM	104F	7115.73	9333.00
	10/01/2015	NM	105G	7329.55	9612.82
	10/01/2016	NM	106H	7549.82	9901.55
	01/01/2017	NM	108F	7931.73	10402.64
	10/01/2017	NM	109C	8089.18	10609.73
	04/01/2018	NM	109L	8249.91	10820.64
5704 HEALTH FACILITIES EVALUATOR III	CURRENT	NM	96E	5713.73	7494.18
	10/01/2015	NM	97F	5885.73	7719.45
	10/01/2016	NM	98G	6062.45	7951.27
	10/01/2017	NM	99D	6183.09	8109.27
	04/01/2018	NM	100A	6306.00	8270.00
8149 MENTAL HEALTH SERVICES COORD II	CURRENT	NM	92C	5101.45	6690.27
	10/01/2015	NM	93D	5255.00	6891.27
	10/01/2016	NM	94E	5412.45	7098.18
	10/01/2017	NM	95B	5519.73	7239.09
	04/01/2018	NM	95K	5629.55	7383.82

4809 NUTRITION PROGRAM COORD,PH PROG	CURRENT	NM	88E	4599.45	6032.64
	10/01/2015	NM	89F	4737.64	6213.82
	10/01/2016	NM	90G	4880.00	6400.36
	10/01/2017	NM	91D	4977.09	6527.55
	04/01/2018	NM	92A	5076.00	6657.00
5862 OCCUPATIONAL THERAPY EDUC COORD	CURRENT	NM	103L	7010.91	9195.55
	10/01/2015	NM	105A	7221.00	9471.00
	10/01/2016	NM	106B	7438.55	9755.36
	01/01/2017	NM	107L	7814.91	10249.00
	10/01/2017	NM	108H	7970.82	10454.09
	04/01/2018	NM	109E	8129.36	10662.45
5859 OCCUPATIONAL THERAPY SUPERVISOR I	CURRENT	NM	100G	6400.36	8393.82
	10/01/2015	NM	101H	6592.27	8645.91
	10/01/2016	NM	102J	6790.09	8905.55
	01/01/2017	NM	104G	7133.27	9356.00
	10/01/2017	NM	105D	7275.27	9541.91
	04/01/2018	NM	106A	7420.00	9731.00
5865 OCCUPATIONAL THERAPY SUPERVISOR II	CURRENT	NM	103L	7010.91	9195.55
	10/01/2015	NM	105A	7221.00	9471.00
	10/01/2016	NM	106B	7438.55	9755.36
	01/01/2017	NM	107L	7814.91	10249.00
	10/01/2017	NM	108H	7970.82	10454.09
	04/01/2018	NM	109E	8129.36	10662.45
5844 PHYSICAL THERAPY CONSULTANT,EQUIP	CURRENT	NM	102A	6657.00	8731.00
	10/01/2015	NM	103B	6857.09	8993.45
	10/01/2016	NM	104C	7063.09	9264.00
	01/01/2017	NM	106A	7420.00	9731.00
	10/01/2017	NM	106J	7568.36	9925.91
	04/01/2018	NM	107F	7719.45	10124.00
5847 PHYSICAL THERAPY EDUCATION COORD	CURRENT	NM	103L	7010.91	9195.55
	10/01/2015	NM	105A	7221.00	9471.00
	10/01/2016	NM	106B	7438.55	9755.36
	01/01/2017	NM	107L	7814.91	10249.00
	10/01/2017	NM	108H	7970.82	10454.09
	04/01/2018	NM	109E	8129.36	10662.45
5843 PHYSICAL THERAPY SUPERVISOR I	CURRENT	NM	100G	6400.36	8393.82
	10/01/2015	NM	101H	6592.27	8645.91
	10/01/2016	NM	102J	6790.09	8905.55
	01/01/2017	NM	104G	7133.27	9356.00
	10/01/2017	NM	105D	7275.27	9541.91
	04/01/2018	NM	106A	7420.00	9731.00
5849 PHYSICAL THERAPY SUPERVISOR II	CURRENT	NM	103L	7010.91	9195.55
	10/01/2015	NM	105A	7221.00	9471.00
	10/01/2016	NM	106B	7438.55	9755.36
	01/01/2017	NM	107L	7814.91	10249.00
	10/01/2017	NM	108H	7970.82	10454.09
	04/01/2018	NM	109E	8129.36	10662.45

5648 PUBLIC HEALTH INVESTIGATION MANAGER	CURRENT	NM	92L	5203.27	6823.36
	10/01/2015	NM	94A	5359.00	7028.00
	10/01/2016	NM	95B	5519.73	7239.09
	10/01/2017	NM	95K	5629.55	7383.82
	04/01/2018	NM	96G	5742.09	7531.27
5001 PUBLIC HEALTH MICROBIOLOGY SUPVR I	CURRENT	NM	94E	5412.45	7098.18
	10/01/2015	NM	95F	5574.64	7311.45
	01/01/2016	NM	97D	5856.64	7681.27
	10/01/2016	NM	98E	6032.64	7912.18
	10/01/2017	NM	99B	6152.36	8069.09
	01/01/2018	NM	100L	6463.27	8476.36
	04/01/2018	NM	101H	6592.27	8645.91
5004 PUBLIC HEALTH MICROBIOLOGY SUPVR II	CURRENT	NM	98A	5973.00	7834.00
	10/01/2015	NM	99B	6152.36	8069.09
	01/01/2016	NM	100L	6463.27	8476.36
	10/01/2016	NM	102A	6657.00	8731.00
	10/01/2017	NM	102J	6790.09	8905.55
	01/01/2018	NM	104G	7133.27	9356.00
	04/01/2018	NM	105D	7275.27	9541.91
5873 RECREATION THERAPY SUPERVISOR	CURRENT	NM	91C	4964.73	6511.36
	10/01/2015	NM	92D	5114.18	6706.91
	10/01/2016	NM	93E	5268.00	6908.36
	10/01/2017	NM	94B	5372.36	7045.55
	04/01/2018	NM	94K	5479.27	7185.91
5891 SPEECH PATHOLOGY CHIEF	CURRENT	NM	103D	6891.27	9038.36
	10/01/2015	NM	104E	7098.18	9310.00
	01/01/2016	NM	105B	7239.09	9494.64
	10/01/2016	NM	106C	7457.09	9779.73
	01/01/2017	NM	107D	7681.27	10074.00
	10/01/2017	NM	108A	7834.00	10274.00
	04/01/2018	NM	108J	7990.36	10479.82
4903 SUPVNG CLINICAL LAB SCIENTIST I	CURRENT	NM	94E	5412.45	7098.18
	10/01/2015	NM	95F	5574.64	7311.45
	01/01/2016	NM	97D	5856.64	7681.27
	10/01/2016	NM	98E	6032.64	7912.18
	10/01/2017	NM	99B	6152.36	8069.09
	01/01/2018	NM	100L	6463.27	8476.36
	04/01/2018	NM	101H	6592.27	8645.91
4904 SUPVNG CLINICAL LAB SCIENTIST II	CURRENT	NM	98A	5973.00	7834.00
	10/01/2015	NM	99B	6152.36	8069.09
	01/01/2016	NM	100L	6463.27	8476.36
	10/01/2016	NM	102A	6657.00	8731.00
	10/01/2017	NM	102J	6790.09	8905.55
	01/01/2018	NM	104G	7133.27	9356.00
	04/01/2018	NM	105D	7275.27	9541.91
4905 SUPVNG CLINICAL LAB SCIENTIST III	CURRENT	NM	100A	6306.00	8270.00
	10/01/2015	NM	101B	6495.18	8518.27
	01/01/2016	NM	102L	6823.36	8949.18
	10/01/2016	NM	104A	7028.00	9218.00
	10/01/2017	NM	104J	7168.36	9402.00
	01/01/2018	NM	106G	7531.27	9877.18
	04/01/2018	NM	107D	7681.27	10074.00

8712 SUPERVISING PSYCHOLOGIST	CURRENT	N2M	103D	7275.27	9038.36
	10/01/2015	N2M	104E	7494.18	9310.00
	10/01/2016	N2M	105F	7719.45	9589.18
	10/01/2017	N2M	106C	7873.09	9779.73
	04/01/2018	N2M	106L	8029.45	9974.64
5646 SUPVG PUBLIC HEALTH INVESTIGATOR	CURRENT	NM	88L	4667.64	6122.09
	10/01/2015	NM	90A	4808.00	6306.00
	10/01/2016	NM	91B	4952.36	6495.18
	10/01/2017	NM	91K	5051.27	6624.64
	04/01/2018	NM	92G	5152.36	6756.82
8594 SUPVG REHABILITATION COUNSELOR	CURRENT	NM	83L	4076.09	5346.00
	10/01/2015	NM	85A	4198.00	5506.00
	10/01/2016	NM	86B	4323.82	5671.18
	10/01/2017	NM	86K	4410.36	5784.64
	04/01/2018	NM	87G	4498.55	5900.27

## Section 2.                   Vacation for Pay Program

### A.       Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance may submit a request to Management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this Article.



It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3.            Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

C. Grievances arising out of this section shall be processed as follows:

- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

#### Section 4.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

#### Section 5.            Flexible Hire Rates

Flexible hire rates will be utilized for Occupational Therapist and Physical Therapist in this Unit. If applicant possesses up to 3 years of experience above the minimum requirements, he/she may be hired at step 4. If applicant possesses more than 3 years of experience above the minimum requirements, he/she may be hired at step 5.

#### Section 6.

Within sixty (60) days of the ratification of this agreement, Management and Labor shall convene a BU 341/342 Labor Management Committee to explore and implement agreed solutions to problems of mutual concern including recruitment and retention, hazardous working conditions, workloads, and classification issues.

The Committee shall consist of fifteen (15) Labor members and up to fifteen (15) Management members, including representatives from Employee Relations, DMH, DHS, and the Sheriff's Department. The Committee shall meet monthly for the first year and no less than quarterly thereafter.

Section 7.            Minimum Wage

All SEIU Local 721 bargaining unit members shall be paid no less than fifteen dollars (\$15.00) per hour by July 1, 2018 according to the following schedule:

On July 1, 2016, all bargaining unit members paid below ten dollars and fifty cents (\$10.50) per hour shall have their base salary increased to at least ten dollars and fifty cents (\$10.50) per hour.

On July 1, 2017, all bargaining unit members paid below twelve dollars (\$12.00) per hour shall have their base salary increased to at least twelve dollars (\$12.00) per hour.

On July 1, 2018, all bargaining unit members paid below fifteen dollars (\$15.00) per hour shall have their base salary increased to at least fifteen dollars (\$15.00) per hour.

## APPENDIX A

### **Performance Evaluations**

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

### **Informal Corrective Actions**

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

### **School and Child Care Activities**

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

### **Civil Service Examinations**

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

### **Military Leave**

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

### **Disaster Leave**

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

## APPENDIX B

### OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

#### **1. LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

#### **2. GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

#### **3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

#### 4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

#### 5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

**6. MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.



## APPENDIX C

### EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

# SWHa

U.S. Wage and Hour Division

## DEPARTMENT OF FAIR EMPLOYMENT &amp; HOUSING

Arnold Schwarzenegger, Governor

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Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
  - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
  - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
  - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

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Employer's Contact Person at Employer's Telephone Number

## DEPARTMENT OF FAIR EMPLOYMENT &amp; HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,  
Elk Grove, CA 95758  
(916) 478-7251 TTY (800) 700-2320 Fax  
(916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND  
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact


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Employer's Contact Person at Employer's Telephone Number


DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC  
AUTHORIZED REPRESENTATIVE

By   
BOB SCHOONOVER  
President

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By   
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
AUTOMOTIVE AND EQUIPMENT MAINTENANCE  
AND REPAIR EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 8<sup>th</sup> day of  
December, 2015,

BY AND BETWEEN

Authorized Management Representatives  
(hereinafter referred to as "Management")  
of the County of Los Angeles (hereinafter  
referred to as "County")

AND

American Federation of State, County, and  
Municipal Employees Council 36, Local  
119 (hereinafter referred to as "AFSCME  
Local 119" or "Union").

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1	RECOGNITION ..... 1
ARTICLE 2	NON-DISCRIMINATION ..... 2
ARTICLE 3	IMPLEMENTATION ..... 3
ARTICLE 4	TERM..... 4
ARTICLE 5	RENEGOTIATION ..... 5
ARTICLE 6	SALARIES ..... 6
ARTICLE 7	SPECIAL PAY PRACTICES ..... 12
ARTICLE 8	OVERTIME ..... 18
ARTICLE 9	EMPLOYEE BENEFITS ..... 21
ARTICLE 10	BULLETIN BOARDS..... 22
ARTICLE 11	SAFETY ..... 23
ARTICLE 12	WORK SCHEDULES ..... 27
ARTICLE 13	OUT-OF-CLASS ASSIGNMENTS ..... 29
ARTICLE 14	ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES ..... 32
ARTICLE 15	CHANGE OF ASSIGNMENT ..... 35
ARTICLE 16	PERSONNEL FILES ..... 37
ARTICLE 17	PAYCHECK ERRORS ..... 39
ARTICLE 18	TRAINING..... 41
ARTICLE 19	TOOLS..... 42
ARTICLE 20	GRIEVANCE PROCEDURE ..... 45
ARTICLE 21	EXPEDITED ARBITRATION ..... 56
ARTICLE 22	STEWARDS ..... 60
ARTICLE 23	GRIEVANCES - GENERAL IN CHARACTER ..... 62
ARTICLE 24	PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP ..... 65
ARTICLE 25	ACCESS TO WORK LOCATIONS ..... 72
ARTICLE 26	LEAVE OF ABSENCE FOR UNION BUSINESS ..... 74
ARTICLE 27	CONTRACTING OUT ..... 75
ARTICLE 28	EMPLOYEE LISTS ..... 77
ARTICLE 29	OBLIGATION TO SUPPORT ..... 78
ARTICLE 30	FULL UNDERSTANDING, MODIFICATIONS, WAIVER ..... 79
ARTICLE 31	CONSULTATION..... 81
ARTICLE 32	PROVISIONS OF LAW ..... 82
ARTICLE 33	STRIKES AND LOCKOUTS ..... 83
ARTICLE 34	MANAGEMENT RIGHTS..... 84
ARTICLE 35	ALTERNATIVES TO LAYOFFS..... 85
ARTICLE 36	NEW EMPLOYEE ORIENTATION ..... 88
ARTICLE 37	AUTHORIZED AGENTS..... 89
ARTICLE 38	JOINT LABOR MANAGEMENT COMMITTEE (JLMC)..... 90
ARTICLE 39	CONSULT..... 93
ARTICLE 40	GRIEVANCE MEDIATION..... 94
	SIGNATURE PAGE ..... i

ARTICLE 1      RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME Local 119 was certified on February 24, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-12-69) as the majority representative of County employees in the Automotive and Equipment Maintenance and Repair Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME Local 119 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the Unit in the classifications identified in Article 6, Salaries.

Management agrees that it shall recognize AFSCME Local 119, as the exclusive representative of the employees in this unit when County rules, regulations or laws are amended and AFSCME Local 119 has shown it has met the requirements of any such new rules.

ARTICLE 2            NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 119 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions, affiliations or handicapped status.



ARTICLE 3      IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Such implementation shall be effective as of date of ratification by Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 5      RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from April 15, 2018 to May 15, 2018, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding with the exception of salary proposals which shall be presented no later than June 1, 2018. Negotiations shall begin thereafter within, but no later than, thirty (30) days from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

## ARTICLE 6            SALARIES

### Section 1.            Recommended Salary Adjustment

A. The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicate

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6041	ASST AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT	N2	76C	3495.27	4106.36
		10/01/2015	N2	77D	3599.18	4229.36
		10/01/2016	N2	78E	3705.73	4356.27
		10/01/2017	N2	79B	3779.27	4443.09
		04/01/2018	N2	79K	3853.45	4531.82
6045	AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT		F		5024.64
		10/01/2015		F		5175.38
		10/01/2016		F		5330.64
		10/01/2017		F		5437.25
		04/01/2018		F		5546.00
7461	BODY & FENDER MECHANIC	CURRENT		F		5151.05
		10/01/2015		F		5305.58
		10/01/2016		F		5464.75
		10/01/2017		F		5574.05
		04/01/2018		F		5685.53
6607	EQUIPMENT MAINTENANCE HELPER	CURRENT		70L	2878.00	3564.36
		10/01/2015		72A	2962.00	3669.00
		10/01/2016		73B	3050.45	3779.27
		10/01/2017		73K	3110.09	3853.45
		04/01/2018		74G	3171.36	3929.27
6610	EQUIPMENT MAINTENANCE WORKER	CURRENT	N2	77K	3651.55	4292.09
		10/01/2015	N2	78L	3760.82	4421.18
		10/01/2016	N2	80A	3872.00	4554.00
		10/01/2017	N2	80J	3948.36	4644.91
		04/01/2018	N2	81F	4026.55	4737.64
7472	FIRE EQUIPMENT MECHANIC	CURRENT		F		5675.47
		10/01/2015		F		5845.73
		10/01/2016		F		6021.10
		10/01/2017		F		6141.52
		04/01/2018		F		6264.35
6609	FUEL EQUIPMENT TECHNICIAN	CURRENT	N2	83K	4292.09	5051.27
		10/01/2015	N2	84L	4421.18	5203.27
		10/01/2016	N2	86A	4554.00	5359.00
		10/01/2017	N2	86J	4644.91	5465.91
		04/01/2018	N2	87F	4737.64	5574.64

6012 GARAGE ATTENDANT I	CURRENT	69B	2741.64	3395.27
	10/01/2015	70C	2822.00	3495.27
	10/01/2016	71D	2906.00	3599.18
	10/01/2017	72A	2962.00	3669.00
	04/01/2018	72J	3020.91	3742.45
6014 GARAGE ATTENDANT II	CURRENT	71B	2892.00	3581.73
	10/01/2015	72C	2976.73	3687.36
	10/01/2016	73D	3065.36	3797.82
	10/01/2017	74A	3125.00	3872.00
	04/01/2018	74J	3186.82	3948.36
7434 HEAVY STATIONARY EQUIPMENT MECHANIC	CURRENT	F		5563.66
	10/01/2015	F		5730.57
	10/01/2016	F		5902.49
	10/01/2017	F		6020.54
	04/01/2018	F		6140.95
7496 HELICOPTER MAINTENANCE INSPECTOR	CURRENT	F		7594.40
	10/01/2015	F		7822.23
	10/01/2016	F		8056.90
	10/01/2017	F		8218.04
	04/01/2018	F		8382.40
7492 HELICOPTER MECHANIC	CURRENT	F		6855.65
	10/01/2015	F		7061.32
	10/01/2016	F		7273.16
	10/01/2017	F		7418.62
	04/01/2018	F		7566.99
7430 POWER EQUIPMENT MECHANIC APPRENTICE	CURRENT	N30B F		5022.28
	10/01/2015	N30B F		5172.95
	10/01/2016	N30B F		5328.14
	10/01/2017	N30B F		5434.70
	04/01/2018	N30B F		5543.39
7000 POWER EQUIPMENT PAINTER	CURRENT	F		5024.64
	10/01/2015	F		5175.38
	10/01/2016	F		5330.64
	10/01/2017	F		5437.25
	04/01/2018	F		5546.00
7433 POWER EQUIPMENT TECHNICIAN	CURRENT	F		5151.05
	10/01/2015	F		5305.58
	10/01/2016	F		5464.75
	10/01/2017	F		5574.05
	04/01/2018	F		5685.53
7425 POWER EQUIPMENT TECHNICIAN HELPER I	CURRENT	N2 74B	3305.18	3881.55
	10/01/2015	N2 75C	3403.55	3996.82
	10/01/2016	N2 76D	3503.91	4116.55
	10/01/2017	N2 77A	3573.00	4198.00
	04/01/2018	N2 77J	3642.82	4281.64
7427 POWER EQUIP TECHNICIAN HELPER II	CURRENT	N2 77B	3581.73	4208.45
	10/01/2015	N2 78C	3687.36	4334.64
	10/01/2016	N2 79D	3797.82	4465.27
	10/01/2017	N2 80A	3872.00	4554.00
	04/01/2018	N2 80J	3948.36	4644.91

6613 SENIOR EQUIPMENT MAINTENANCE WORKER	CURRENT	N2	81K	4066.18	4784.55
	10/01/2015	N2	82L	4187.82	4928.00
	10/01/2016	N2	84A	4313.00	5076.00
	10/01/2017	N2	84J	4399.55	5177.82
	04/01/2018	N2	85F	4487.45	5281.00
7473 SENIOR FIRE EQUIPMENT MECHANIC	CURRENT		F		5959.30
	10/01/2015		F		6138.08
	10/01/2016		F		6322.22
	10/01/2017		F		6448.66
	04/01/2018		F		6577.63
7494 SENIOR HELICOPTER MECHANIC	CURRENT		F		7198.50
	10/01/2015		F		7828.37
	10/01/2016		F		8063.22
	10/01/2017		F		8224.48
	04/01/2018		F		8388.97

#### B. Apprentice Rates

Persons employed in classifications shown as being compensated on Note 30B in Section 1. A. above shall be compensated at the applicable monthly rate for each interval of employment on the apprentice or trainee item listed in the attached table entitled "NOTE 30B - TABLE OF APPRENTICES RATES." Advancement to the next interval shall be contingent upon satisfactory performance of tasks and training, as defined on July 1, 1979, by the joint apprentice committee and/or other competent authority as established by the director of personnel.

## NOTE 30B - TABLE OF APPRENTICE RATES

ITEM	CLASS	JOURNEY LEVEL	EFFECTIVE DATE	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	5 <sup>TH</sup>	6 <sup>TH</sup>	7 <sup>TH</sup>	8 <sup>TH</sup>
7430	Power Equipment Mechanic Apprentice	4853.95		3033.72	3276.42	3519.11	3761.81	4004.51	4247.21	4489.90	4732.60
		4951.03	10/01/13	3094.39	3341.95	3589.50	3837.05	4084.60	4332.15	4579.70	4827.25
		5050.05	10/01/14	3156.28	3408.78	3661.29	3913.79	4166.29	4418.79	4671.30	4923.80
		5151.05	04/01/15	3219.41	3476.96	3734.51	3992.07	4249.62	4507.17	4764.72	5022.28

Section 2. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his department in writing to issue a

Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

C. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed In accordance with Civil Service Rules.



- D. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

AUTOMOTIVE APPRENTICE NOTE 30B PERCENTAGE  
TABLE

<u>Apprentice</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>
Power Equipment Painter Apprentice	55.0	62.5	70.0	77.5	85.0	92.5		
Power Equipment Mechanic Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Body & Fender Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Automotive Body Builder Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5

Section 4.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 7            SPECIAL PAY PRACTICESSection 1.            Call Back Pay

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2.            Standby Time

The parties jointly agree to recommend to the County's Board of Supervisors that effective January 1, 2016, that standby pay be one dollar fifty cents (\$1.50) per hour.

Section 3.            Shift Premium

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive a per hour bonus of 75 cents for each hour worked during said shifts.

Effective on October 1, 2017 any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive one dollar (\$1.00) for each hour worked during said shift.

Section 4.            Uniforms

Where Management requires employees in the unit to wear specific and distinctive uniforms, such uniforms will be provided by Management as an initial issue of five (5) shirts, five (5) trousers and one (1) jacket. Management agrees to replace annually up to 5 shirts, 5 pants and 1 jacket as needed.

This section is not intended to deprive an employee of any currently approved uniform benefit.

Section 5.            Field Repairs Under Snow Conditions

Persons employed by Department of Public Works who are actively engaged in the field repair of power equipment under snow conditions shall be entitled to an additional seventy-five cents (\$.75) per hour above the hourly rate established for their classification in Article 6 of the Memorandum of Understanding.

Section 6.            Public Services Duties

In recognition of their public duties and responsibilities any employee in the Fire Department in the classification of Fire Equipment Mechanic, (Item No. 7472), or Senior Fire Equipment Mechanic (Item No. 7473) who is regularly assigned to field repair duties, shall, in addition to the salary established for their classification in Article 6 of the Memorandum of Understanding, receive the sum of sixty cents (\$.60) an hour for each hour assigned field repair duties during a month.

Section 7.            FAA Inspection Authorization License

Effective July 1, 1990, anyone in the classification of Helicopter Mechanic (Item #7492) who possesses an Inspection Authorization license issued by the Federal Aviation Administration shall be entitled to additional compensation in the amount of five and one half (5.5) percent above the rate for their classification established in Article 6 of the Memorandum of Understanding.

Section 8.                    Automotive Service Excellence Certificates

- A.     The parties agree to recommend to the County's Board of Supervisors that effective January 1, 2001, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of gasoline engines, diesel engines, drive train, brakes, suspension & steering, electrical systems, heating, ventilation and air conditioning, preventive maintenance, engine repair, automatic transmission/transaxle, and engine performance, shall be entitled to an additional twenty-five cents (\$.25) per hour for each such valid ASE certificate.

Employees in the aforementioned classifications who possess the valid qualifying ASE certificates are eligible to receive additional compensation for either the ASE certificates for automobile or the equivalent ASE for medium/heavy trucks, but not for both.

Effective January 1, 2016, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Mechanic Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of Light Duty Hybrid/Electric (L3), and Compressed Natural Gas (F1) shall be entitled to an additional twenty-five cents (\$.25) per hour for each valid ASE certificate.

Effective January 1, 2016, Department of Public Works shall discontinue additional compensation of Automotive Service Excellence Certificate, Drive Train(T3) and (A3). Those employees who currently possess the valid qualifying Drive Train (T3) and (A3) ASE certificate shall continue to receive additional compensation until the certificate expiration date.

- B. A permanent, full-time employee in the classifications of Fire Equipment Mechanic (Item 7472) and Senior Fire Equipment Mechanic (Item 7473) who possess valid Automotive Service Excellence Certificates (ASE) for medium/heavy trucks in the area of gasoline engines(T1), diesel engines(T2), drive train(T3), brakes(T4), suspension & steering(T5), electrical systems(T6), heating, ventilation, and air conditioning(T7), and preventive maintenance inspection(T8) shall be entitled to an additional twenty-five cents (\$.25) per hour for each such valid ASE certificate.

Effective January 1, 2016, the Fire Department shall include the following Automotive Service Excellence Certificates (ASE) in the areas of Electric/Electronic System Installation & Repair (E2), and Electronic Diesel Diagnosis Specialist Certification (L2) and such Fire Department classification(s) shall be entitled to an additional twenty-five cents (\$.25) per hour for each such valid ASE certificate.

Section 9. Commercial Truck Driver License Bonus

Upon implementation of this Memorandum of Understanding (MOU), notwithstanding any other provision of this agreement, persons in this bargaining unit who, with the approval of Management, possess, obtain or renew a class "A" or "B" motor vehicle license, that is not a requirement for the class in which they are employed, will receive a three percent (3%) bonus higher than that established for such classifications in Article 6, Section 1A of this MOU.

ARTICLE 8            OVERTIMESection 1.            Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A.     The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave, and vacation pay with the exception that those hours paid during a work week for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B.     On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.



- C. With the approval of departmental management, an employee in the Bargaining Unit may elect to accrue up to 50 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half ( $1 \frac{1}{2}$ ) hours for each hour of overtime worked. This will be used at the rate of  $1 \frac{1}{2}$  or 75 hours.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval by departmental management.

Management may direct an employee to use his/her accumulated compensatory time provided the employee is given thirty days calendar notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2.            Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 3.            Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 4.            Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

ARTICLE 9            EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 10      BULLETIN BOARDS

Management will furnish AFSCME Local 119 reasonable bulletin board space in appropriate work locations. The Board shall be used only for the following subjects:

- A. AFSCME Local 119 recreational, social and related news bulletins;
- B. Scheduled AFSCME Local 119 meetings;
- C. Information concerning AFSCME Local 119 elections or the results thereof;
- D. Reports of official business of AFSCME Local 119 including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

Prior to posting, any material shall be initialed by an authorized representative of AFSCME Local 119.

In cases where AFSCME Council 36 represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME Council 36 at that work location.

ARTICLE 11      SAFETYSection 1.      Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. AFSCME Local 119 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisors, the employee has the right to submit the matter in writing either personally or through his Steward to the local facility Safety Officer or the Departmental Safety Officer, if there is no local safety officer.

On any matter of safety that is not resolved by the Safety Officer within a reasonable period of time, the Steward may confer with the Safety Officer who will respond in writing.

If the Steward is not satisfied with the response of the Safety Officer, either an AFSCME Local 119 business agent or the Union President may consult with the Chief of the Health, Safety, Disability and Benefits Division of the Department of Human Resources or his designate. A representative of such branch shall investigate the matter and advise the department head and AFSCME Local 119 of his findings and recommendations, if any.

Section 2.            First Aid Kits

The Departmental Safety Officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities. Contents of the kit will be as follows:

A.    Instruments and Equipment

1.    Scissors, bandage, 4", blunt end, nickel-plated - 1 each
2.    Forceps, splinter, 3 ½" in length, serrated needle points - 1 each
3.    Tourniquet, Type D Army - 1 each
4.    Splint, inflatable, G-Splint-Arm, Curity, with Tube - 1 each
5.    Blanket, rescue, 56" x 84" - 1 each
6.    Cold Pak, instant - 2 each
7.    Instructions, general first aid, affixed to inside of cover - 1 each

B.    Dressings and Bandages

1.    Eye dressing packet containing 4 sets of adhesive strips and 4 sterile pads - 1 each
2.    Gauze compress, 3" x 3", 4 to a package - 1 each
3.    Triangular bandage, sterile, 40" - 2 each
4.    Bandage compress, 4" - 3 each
5.    Bandage compress, 3" - 3 each
6.    Bandage compress, 2" - 2 each
7.    Adhesive bandage, 1", plastic, with Telfa pad, sterile, 16 per package - 2 each

C. Medications

1. Wound cleansing and degreasing pad, (alcohol prep pads, Webcol) 10 pads per package - 1 each
2. Sting-Kill swabs, ½ cc, sterile, 10 swabs per package - 1 each
3. Tincture green soap N.F., 10 cc vials, 3 vials per container and gauze pads, 3" x 3", sterile, 4 pads per container - 1 each

Section 3.

Management and AFSCME Local 119 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety & Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.        Safety Committee

Within 60 days after the effective date of this Memorandum of Understanding, management will meet with Union representatives to establish departmental safety committees whose sole purpose shall be to make mutual recommendations to management concerning matters of safety in County facilities where persons covered by this agreement are assigned. Each departmental committee shall consist of two management representatives and two Union representatives, the latter to be selected by the Union.

The committee shall meet quarterly unless mutually waived. Each meeting must be preceded by adequate notice of ten (10) business days and a written agenda. The meeting shall be waived if no notice and written agenda is provided by either party.



ARTICLE 12            WORK SCHEDULESSection 1.            Shift, Lunch and Rest Periods

It is agreed and understood that each employee covered hereunder shall be assigned an 8-hour working shift, unless otherwise agreed to, which shall be exclusive of a 30-minute lunch period. Two 15-minute rest periods, one scheduled during each half of the assigned shift, shall be included in the 8-hour working shift. A fifteen minute break will be allowed following 2 hours of overtime provided work is anticipated to last for at least one additional hour following break.

Section 2.            Workweek

The workweek for employees in this unit is 40-hours of work in a seven consecutive day period as defined by management. Normally, the workweek will consist of five - 8 hour days, Monday through Friday.

Section 3.            Shift Change

Except for emergencies, employees' work schedules shall not be changed without notice to the employee at least five (5) working days before the change is to be implemented. If an employee's work schedule is changed on less than 24 hours' notice because of storm duty, the employee may be permitted, if work is available in the employee's classification, to work to the end of the employee's regularly scheduled shift. This section is not operative if the work schedule is changed because of storm duty to a 12-hour on, 12-hour off schedule.

Section 4.            Work Location

Except for emergencies, employees' permanent work location shall not be changed without notice to the employee at least ten (10) working days before the change is to be implemented. Work location means an automotive repair shop or shops at a geographic site.

Section 5.            Emergencies

Nothing herein shall limit the authority of the department or district head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. Emergency as used herein is defined to mean an occurrence developing suddenly and unexpectedly, requiring immediate action to protect life, safety, health or property.

Section 6.            Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 13      OUT-OF-CLASS ASSIGNMENTSSection 1.      Definitions

- A. For the purpose of this article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2.      Conditions

If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

Appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid; return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or pay the employee the bonus.

The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

Section 3.            Special Provisions

- A.     Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.
  
- B.     Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
  
- C.     It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 14      ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation on a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or
2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision in paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

For employees on higher level assignments of 2 weeks and 1 day, the additional compensation shall begin on the first day the additional responsibilities are assigned by Management and shall end on the day the additional responsibilities are no longer performed.

In no event shall an employee receive compensation pursuant to this Section and receive out of class bonus pursuant to Article 13 for the same assignment.

The additional compensation provided in this section shall not constitute a base rate.



ARTICLE 15      CHANGE OF ASSIGNMENT

Permanent full-time employees in the Unit who received at least a competent rating on their last performance evaluation and who desire to be assigned to a different work location(s) in their department may submit a written request for such assignment listing the specific work location requested to their department's personnel office. For purposes of this Article, each hospital in the Department of Health Services shall be considered to be a department.

Requests submitted during the window period January 1 through January 31 will be granted priority status and will be addressed in seniority order. Requests for change of assignment submitted after January 31 shall be listed after the above requests in order of receipt. Each employee will be permitted to maintain 3 transfer requests on file. An employee transferred in accordance with this procedure may not submit a request for another new assignment until the next window period but will not be considered for voluntary transfer until a minimum of twelve (12) months have passed since the transfer. Management will submit to AFSCME, Local 119, a copy of all requests submitted during the window period.

When Management decides to fill a vacancy by transferring a current employee to such vacancy, Management shall review the requests for transfer currently on file. Management will then select one of the three (3) most senior qualified employees who would not need additional training. For purposes of this Article, seniority shall be defined as the total amount of continuous service in the classification and within the department. Management will notify AFSCME, Local 119, prior to filling any vacancy where a transfer request has been made.

Management shall provide AFSCME Local 119 a list of all work locations at all facilities where work is performed by employees represented by AFSCME, Local 119. During emergencies, the provisions of this Article shall be applied only to the degree practicable. When new facilities are instituted, the right to assignment changes under this Article shall be limited to the extent necessary to maintain an adequate, experienced work force in the remaining facilities.

ARTICLE 16      PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed enveloped will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will reference on such forms.

ARTICLE 17      PAYCHECK ERRORSA.    Underpayments

1.    If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2.    The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3.    Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 18      TRAININGSection 1.

It is the intent of Management to allow employees in this Unit to attend in-service training and job-related seminars when Management determines it is both appropriate and work load will permit.

Section 2.

During the term of this Memorandum of Understanding, the Union and departmental management shall select one training monitor per department for each of the following classifications in a department: 7492 - Helicopter Mechanic, 7472 - Fire Equipment Mechanic, 7433 - Power Equipment Mechanic, and 6610 - Equipment Maintenance Worker. The training monitor is responsible for meeting quarterly with his/her respective departmental management to discuss, evaluate, and monitor the training needs of Bargaining Unit employees in the classification he/she has been selected to monitor.

The provisions of this Section shall only apply to the departments of Fire, Health Services, Public Works, and Sheriff.

Section 3.

Directed mandatory training, excluding travel time, shall be treated as hours worked.

ARTICLE 19      TOOLS

Section 1.

Management agrees to provide all tools for the positions in the following classes:

- Assistant Automotive Equipment Inspector
- Automotive Equipment Inspector
- Equipment Maintenance Helper
- Equipment Maintenance Worker
- Garage Attendant I
- Garage Attendant II
- Power Equipment Mechanic Helper I
- Power Equipment Mechanic Helper II
- Senior Equipment Maintenance Worker
- Tire Repair Worker

Any tool furnished an employee by Management shall remain County property.

Section 2.

The following classes shall continue to furnish their own hand tools:

- Automotive Body Builder
- Automotive Body Builder Apprentice
- Body and Fender Apprentice
- Body and Fender Mechanic
- Fire Equipment Mechanic
- Heavy Stationary Equipment Mechanic
- Helicopter Mechanic
- Power Equipment Mechanic
- Power Equipment Mechanic Apprentice
- Power Equipment Painter
- Power Equipment Painter Apprentice
- Senior Helicopter Mechanic



Section 3.

Management shall furnish power tools, specialized tools and heavy duty size tools.

Section 4.

Employees hired subsequent to July 1, 1976 to positions in those classifications listed in Section 2 above shall be required to furnish their own metric sized hand tools.

Employees who held permanent status in this Unit prior to July 1, 1976 shall not be required to furnish their own metric sized hand tools.

Section 5.

- A. Employees will be responsible for taking proper care of their personal tools and County tools and will be held responsible for obvious neglect or misuse.
- B. Management agrees to repair or replace personal hand tools and power tools, including personal hand tools modified with prior Management approval, which are broken or damaged in County service. Any tool replaced shall be replaced with a comparable value tool. The damaged or modified personal hand tool that is replaced shall become the property of the County.
- C. Management will replace personal hand tools lost through verified theft from County premises, provided that such loss is not caused by the employee's negligence. Verification of theft shall include at least a report filed with the appropriate law enforcement agency having jurisdiction.

- D. Claims for repair or replacement of personal hand tools submitted under Paragraph B or C of this Section will be honored only for tools which have been listed on an appropriate inventory form filed with Management. Management reserves the right to review cases where there are repeated or high frequency claims for tool repair or replacement.

ARTICLE 20      GRIEVANCE PROCEDURESection 1.      Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2.      Definitions

1.      Wherever used the term "employee" means either employee or employees as appropriate.
2.      "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3.      "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

### Section 3.            Responsibilities

1. AFSCME, Local 119, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor.

The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
  - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
3. AFSCME, Local 119, agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

### Section 4.            Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

#### Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6.            The Parties' Rights and Restrictions

1.     Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2.     If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3.     Management shall notify AFSCME, Local 119 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4.     The AFSCME, Local 119 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the AFSCME, Local 119 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

## Section 7.            Procedures

### Step 1.            Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2.      Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by the employee's department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his/her department.

The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Step 3.      Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons



therefore to the employee. However, the department head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his/her designated representative shall be final.

#### Section 8.            Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the department head, or his/her designated representative, AFSCME, Local 119 may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event AFSCME, Local 119 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected.

The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee

Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 21      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 20, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
  - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that (1) no stenographic record of the hearing will be made, (2) there will be no representation by counsel, and (3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
  6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
  7. The arbitrator shall issue a "bench" decision at the conclusion of the parties testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
  8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
  9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County.



If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 22      STEWARDS

It is agreed and understood by the parties to the Memorandum of Understanding that not more than one (1) Steward may be appointed for each forty (40) employees at a County facility. AFSCME Local 119 shall give each department head having employees in the Unit a written list of the names selected as Stewards which list shall be kept current by AFSCME Local 119.

AFSCME Local 119 agrees that whenever investigation or the processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. The President, Chief Steward or any other Steward desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Not more than one of the above listed Officers and/or Stewards shall investigate or process any grievance through the second step of the grievance procedure (Article 20).

Upon entering other work locations, the Steward shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be informed when the employee will be made available.

The President, Chief Steward and Steward shall perform the aforementioned duties without loss of pay.

Properly designated Officers and Stewards of AFSCME Local 119 will not be reassigned by Management without 30 calendar days' notice unless agreed to by the employee, except in case of emergency.

ARTICLE 23      GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME Local 119 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Within thirty (30) calendar days from the occurrence of the matter on which a complaint is based or within thirty (30) calendar days from its knowledge of such an occurrence where AFSCME Local 119 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 119 may request in writing that a meeting to be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within five (5) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME Local 119 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.
- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 20, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 20, of this Memorandum of Understanding.

It is further understood that this article is not intended as a substitute or alternative for the grievance procedures set forth in Article 20, of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the right of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedure set forth in Article 20 hereof.

ARTICLE 24            PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.            Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Security Clause

Any employee in this unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1<sup>st</sup> through September 30<sup>th</sup>, in any year of the contract by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee's name, employee number, job classification, department name, and name of Union from which dues deductions are to be canceled.

The union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3.            Agency Shop Election

If, at any time during the term of this Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall be responsible for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, then the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).



If a majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4.            Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A.    Agency Shop Defined

It is mutually agreed by the parties that the term "Agency Shop," means that every employee represented by this Bargaining Unit shall as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Service Code.

B.    Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union.

Such employee shall, in lieu of periodic dues or Fair Share Dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

E. Union Responsibilities – Hudson Notice

The union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1985). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or department payroll office.

If the form is not completed and returned with thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, date of hire into the Unit, classification title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

Such lists shall include new hires, and employees promoted, demoted, or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

H. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25      ACCESS TO WORK LOCATIONS

Authorized Union representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Union representatives shall comply with the regulations established in this Article, and that Union representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any department or district headquarters work location, Union representatives shall contact the personnel office prior to entering any work areas. The Union representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The Management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

### Field Work Locations

Union representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district, division or yard or shall personally contact such Management representative upon entering any work location under his supervision. The Management representative contacted may deny access to a work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

### Union Representative List

The Union shall give to each department or district head having employees in the Unit a written list of the names of all authorized Union representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union representatives on the current list.

ARTICLE 26      LEAVE OF ABSENCE FOR UNION BUSINESS

Not more than one employee covered hereby, at written request of AFSCME, Local 119 and subject to Civil Service Rules, shall be granted a leave of absence without pay not to exceed one year for the purpose of conducting AFSCME Local 119 business with the County of Los Angeles.

The provisions of this Article do not apply to probationary and temporary employees.



ARTICLE 27      CONTRACTING OUT

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) or of any invitation for bids, or the extension or modification or changes to any existing contract, the Department shall provide copies of all documents mentioned herein to AFSCME, Local 119 and in coordination with the Chief Executive Office Employee Relations Division shall offer to meet and consult with the Union and respond to requests for information within ten (10) business days, unless mutually waived.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

The Chief Executive Office shall issue an annual reminder to all county Departments to provide notice to the Union prior to the release of a Request for Proposal (RFP) or the extension or modification of an existing contract.

ARTICLE 28      EMPLOYEE LISTSSection 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 6, Salaries. Such master list may be furnished by Management when requested by Local 119 no more than four (4) times a year. Local 119 is entitled to one list at no charge each year of the agreement. Local 119 shall pay to the County \$100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing. Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 119 with the first master list without charge.

Upon Local 119's request the County will provide the master list in computer tape format following Local 119's payment to the County of an initial \$500.00 programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 119 which will advise such employees that AFSCME Local 119 is the certified majority representative of the Unit.

ARTICLE 29      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither AFSCME Local 119 nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of the Memorandum of Understanding in its entirety.

ARTICLE 30            FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 119 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME Local 119 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 119 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME Local 119 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 31      CONSULTATIONSection 1.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

Section 2.

Within 90 days of the effective date of this Memorandum of Understanding, the Department Head or his/her representative shall, upon request, consult with the President and Vice President or Chief Steward and the senior steward in the affected department regarding the implementation of other than a five-day, eight-hour workweek at selected facilities employing persons represented by AFSCME Local 119.

Subsequent consultations on this subject shall be held no more frequently than once quarterly during the term of this agreement.

ARTICLE 32      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws, ordinances and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.



ARTICLE 33      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 34      MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furlough, because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 35      ALTERNATIVES TO LAYOFFSSection 1.      Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2.                    Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3.                    Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give a ten (10) business day notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

Section 4.                    Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re employment list, the Department of Human Resources and Department Management will make every effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

ARTICLE 36      NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME Local 119 representatives shall participate in new employee orientation for the sole purpose of providing employee information regarding Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 37      AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Agreement:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B. Local 119's principal authorized agent shall be its President or his duly authorized representative (Address: 514 Shatto Place 3<sup>rd</sup> Floor, Los Angeles, California 90020; Telephone: (213) 487-9887).

ARTICLE 38            JOINT LABOR MANAGEMENT COMMITTEE (JLMC)Section 1.            Purpose

The parties will establish a Joint Labor Management Committee to address issues of mutual concern, which have a substantial county wide impact on employees in this Bargaining Unit.

Section 2.            Committee Membership

The Joint Labor - Management Committee shall consist of management representatives from Health Services, ISD, Fire, Sheriffs, Public Works, the Chief Executive Office or designee and employee representatives in Bargaining Unit 421, unless otherwise agreed upon. Management representatives will be designated by the Chief Executive Office. Employee representatives will be designated by the Union. During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations and commence within thirty (30) days of the ratification of this contract

The parties agree that the Committee may make advisory recommendations to Management for consideration.

It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance.



The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing the Unit shall be appointed by the Union.

Meeting shall be on County time for employees who are scheduled on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The committee shall have the authority to develop its own internal procedures, including ground rules, the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

### Section 3.            Contracting Services

Upon request of the union, the committee shall meet for the purposes of discussing contracting services, which are also performed by permanent employees whose classifications are contained in this unit.

The committee shall look at all benefits that can be attributed to contracting the work in. During the term of this agreement, as positions are vacated, the committee will work to assure that those vacated positions are filled rather than contracting out additional work.

The County shall respond to information requests initiated by the unit representatives to address the subject matter.

ARTICLE 39      CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 119 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit. All matters affecting employee relations, including those that are not subject to negotiations are subject to consultation prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

ARTICLE 40      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 20, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 20, Section 8, can be submitted to grievance mediation. Both AFSCME Local 119 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 119 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practical consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made; there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by

Management, Local 119 and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal and/or concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provision of this Article shall not be subject to arbitration.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 36, LOCAL 119

By

  
\_\_\_\_\_  
ANDREAS JUNG  
Chief Negotiator

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By

  
\_\_\_\_\_  
SACHIA A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
ARTISAN AND BLUE COLLAR EMPLOYEES  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this of 8<sup>th</sup> day of  
December 2015,

BY AND BETWEEN

Authorized Management Representative  
(hereinafter) referred to as "Management") of the  
County of Los Angeles (hereinafter referred to as  
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred  
to as "Union").

# TABLE OF CONTENTS

	PAGE
ARTICLE 1	PURPOSE ..... 1
ARTICLE 2	RECOGNITION..... 2
ARTICLE 3	IMPLEMENTATION ..... 3
ARTICLE 4	AUTHORIZED AGENTS ..... 4
ARTICLE 5	OBLIGATION TO SUPPORT ..... 5
ARTICLE 6	NON-DISCRIMINATION ..... 6
ARTICLE 7	TERM..... 7
ARTICLE 8	RENEGOTIATION ..... 8
ARTICLE 9	WORK RELEASE FOR NEGOTIATIONS ..... 9
ARTICLE 10	COORDINATED BARGAINING ..... 10
ARTICLE 11	GRIEVANCE PROCEDURE ..... 11
ARTICLE 12	GRIEVANCE MEDIATION ..... 23
ARTICLE 13	GRIEVANCES - GENERAL IN CHARACTER..... 25
ARTICLE 14	EXPEDITED ARBITRATION..... 28
ARTICLE 15	PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP ..... 32
ARTICLE 16	NEW EMPLOYEE ORIENTATION..... 37
ARTICLE 17	MANAGEMENT RIGHTS..... 38
ARTICLE 18	FULL UNDERSTANDING, MODIFICATIONS, WAIVER..... 39
ARTICLE 19	PROVISIONS OF LAW ..... 42
ARTICLE 20	CONTRACTING OUT AND TRANSFER OF FUNCTIONS.. 43
ARTICLE 21	STRIKES AND LOCKOUTS ..... 44
ARTICLE 22	ALTERNATIVES TO LAYOFFS ..... 45
ARTICLE 23	EMPLOYEE BENEFITS..... 48
ARTICLE 24	ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES ..... 49
ARTICLE 25	OUT-OF-CLASS ASSIGNMENTS ..... 50
ARTICLE 26	POSITION CLASSIFICATION STUDY ..... 53
ARTICLE 27	PERSONNEL FILES..... 55
ARTICLE 28	LEAVES OF ABSENCE ..... 57
ARTICLE 29	ENHANCED VOLUNTARY TIME-OFF PROGRAM..... 61
ARTICLE 30	EMPLOYEE LISTS ..... 66
ARTICLE 31	EMPLOYEE PAYCHECK ERRORS ..... 67
ARTICLE 32	EMPLOYEE PARKING ..... 70
ARTICLE 33	WORKPLACE RETRAINING ..... 72
ARTICLE 34	LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE ..... 75
ARTICLE 35	WORK ACCESS ..... 76
ARTICLE 36	BULLETIN BOARDS..... 77
ARTICLE 37	SAFETY AND HEALTH ..... 79
ARTICLE 38	ELECTRONIC HUMAN RESOURCES (e-hr) ..... 82
ARTICLE 39	PERSONNEL PRACTICES..... 83
ARTICLE 40	STEWARDS..... 85
ARTICLE 41	DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF



# TABLE OF CONTENTS

	PAGE
ARTICLE 41	DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING ..... 87
ARTICLE 42	DEPARTMENT OF MENTAL HEALTH HEALTHCARE REFORM & INTEGRATION..... 102
ARTICLE 43	RE-ENGINEERING AND WELFARE REFORM..... 106
ARTICLE 44	WORK SCHEDULES ..... 107
ARTICLE 45	TRANSFER/REASSIGNMENT ..... 108
ARTICLE 46	UNIFORMS ..... 125
ARTICLE 47	RIGHT OF THE UNIT ..... 127
ARTICLE 48	AFFIRMATIVE ACTION ..... 128
ARTICLE 49	TRAINING AND EMPLOYEE DEVELOPMENT ..... 129
ARTICLE 50	OVERTIME ..... 130
ARTICLE 51	SPECIAL PAY PRACTICES ..... 134
ARTICLE 52	SALARIES ..... 141
ARTICLE 53	PUBLIC WORKS FOOD FOR THE WINTER..... 152
	APPENDIX A..... 153
	APPENDIX B..... 154
	APPENDIX C ..... 157
	"NOTICE A" ..... 158
	"NOTICE B" ..... 159
	APPENDIX D ..... i
	APPENDIX E..... iii
	SIGNATURE PAGE ..... iii

ARTICLE 1      PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2            RECOGNITIONSection 1.

LACEA, Local 660, SEIU was certified by the County's Employee Relations Commission on April 30, 1970 (Employee Relations Commission File No. R-54-69) as the majority representative for the Artisan and Blue Collar Representation Unit pursuant to a representational election duly held by ERCOM on January 23 and 26, 1970, to select a majority representative for the employees in said Unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management recognizes SEIU, Local 721, as the majority representative for all Artisan and Blue Collar employees currently and hereafter employed in the employee classifications in this unit as well as classifications which may be added hereafter by the Employee Relations Commission.

Section 2.            Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in this Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3      IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4            AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A.     Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B.     The SEIU, Local 721 principal authorized agent shall be the Executive Director or his /her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5            OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.



ARTICLE 8      RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of May 15 to May 31, 2018.

Negotiations shall begin no later than June 15, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9      WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10      COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11      GRIEVANCE PROCEDURESection 1.      Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2.      Definitions

1.      Wherever used the term "employee" means either employee or employees as appropriate.
2.      "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.  
  
A group grievance is a common complaint by a number of employees within the department or a unit thereof.
3.      "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

### Section 3.                    Responsibilities

1.     SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
  
2.     Departmental Management has the responsibility to:
  - A.     Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  
  - B.     Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
  
3.     The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

### Section 4.                    Waivers and Time Limits

1.     Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

#### Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6.            The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7.            Procedures

Level 1.            Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.



- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2.                      Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3.                      Department Head

- A.      Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
  
- B.      Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.
  
- C.      If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
  
- D.      On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8.            Arbitration

1.     Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.
  
2.     Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A.     The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  
  - B.     The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
  - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.



6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13      GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
  - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
    - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
- 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
- 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
- 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
- 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation



ARTICLE 15            PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.            Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3.            Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4.            Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5.            Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6.            Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7.            Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8.            Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9.            List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10.            Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16      NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17      MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18      FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.



Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22      ALTERNATIVES TO LAYOFFSSection 1.      Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2.      Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

### Section 3.            Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

### Section 4.            Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5.                    Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.



ARTICLE 23      EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25      OUT-OF-CLASS ASSIGNMENTSSection 1.      Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant\*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2.      Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

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\*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

### Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26            POSITION CLASSIFICATION STUDYSection 1.            Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2.            Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3.            Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27      PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.



Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28      LEAVES OF ABSENCESection 1.      Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.      Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.      Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4.            Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5.            Family Leave

- A.     The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B.     The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C.     Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D.     An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

#### Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

#### Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29      ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.
- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.
- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
  - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.
  - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- An employee may take a total of one (1) year of EVTO with the following parameters:
  - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
  - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
  - Retirement service credit will not accrue during this period.



- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual  
 Sick Leave Accrual  
 Savings and Horizons Plan\*  
 Flexible Benefit Contributions  
 Step Advance  
 Retirement Service Credit\*\*  
 Military Leave

Benefits Not Protected

Jury Leave  
 Bereavement Leave  
 Witness Leave  
 Civil Service Examination Leave  
 Weekend Pay  
 Holiday Pay

\* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

\*\* Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30      EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017

ARTICLE 31            EMPLOYEE PAYCHECK ERRORSSection 1.            Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

## Section 2.            Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

## Section 3.            Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4.            Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County,

Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5.            Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32            EMPLOYEE PARKINGSection 1.            Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2.            Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3.            Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.



ARTICLE 33      WORKPLACE RETRAININGSection 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2015-2016 will be forwarded to fiscal year 2016-2017. Any balance from fiscal year 2016-2017 will be forwarded to fiscal year 2017-2018. Any balance from the fiscal year 2017-2018 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2015-2016, 2016-2017, 2017-2018, July 1, 2018 to September 30, 2018) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2.      Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by

the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

### Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

### Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide

appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT  
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35      WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36      BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible. The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37      SAFETY AND HEALTHSection 1.      Parties Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his Steward to the departmental safety representative.

On any matter of safety or health that a verbal or written response regarding the status has not been provided by the departmental safety representative within twenty (20) business days, the Steward may provide a written request to the departmental safety representative who will respond on the status in writing within twenty (20) business days.

If the Steward is not satisfied with the response of the departmental safety representative, a Local 721 business agent may consult with the Chief of Disability Benefits, Health and Safety of the Chief Executive Office or his designated representative. The representative of this branch shall investigate the matter and advise the department head and Local 721 of his findings in the case and his recommendation, if any.



It is understood and agreed that Local 721 reserves its rights under Article 13, Grievances General-in-Character, in cases where Local 721 does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

## Section 2.            First Aid Kits

The departmental safety representative or appropriate representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Safety & Health Committee will study and discuss cost factors and departmental feasibility of equipping all county vehicles with first aid kits.

## Section 3.

Management and Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

## Section 4.

Management shall provide CPR and first aid training to all members of the unit whom management determines needs such training or where it is required by law.

Section 5.            Safety and Health Committee

Within 90 days of the date that this Memorandum of Understanding is adopted by the Board of Supervisors and at the request of Local 721, a safety and health committee shall be created to discuss and address the safety and health concerns of employees in the Bargaining Unit.

The Committee shall be comprised of three departmental safety representatives and three employee representatives from Bargaining Unit 431. The management representatives will be designated by the Chief Administrative Officer or designate. The parties agree to meet three times a year.

ARTICLE 38      ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39      PERSONNEL PRACTICESSection 1.

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2.      Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

Section 3.            Communication through County E-mail

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with bargaining unit members through their County e-mail addresses.

This workgroup will complete its work within 60 days of the Board of Supervisors' approval of the MOU. The workgroup will present recommendations to the Board of Supervisors for any policy changes.

ARTICLE 40      STEWARDSSection 1.      Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

A steward shall not be transferred, or change to a different work shift without Local 721 approval as long as work for which he is qualified is available. This paragraph is not to be construed to limit changes resulting from promotion.

The Steward may attend employee orientation meetings.

ARTICLE 41                    DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF  
PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1.                    Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.



In the event that health related services from multiple departments become integrated the County and Local 721 will meet in accordance with Article 41.

Section 2.            Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3.            Staffing

- A.     The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4.            Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the Worker Education Resource Center (WERC). Upon successful completion of the course, each employee shall be issued a certificate.
- D. Management shall make every reasonable effort to release employees to attend training offered through the Worker Education Resource Center (WERC). If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for WERC sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Worker Education Resource Center (WERC) may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Worker Education Resource Center (WERC) career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5.            Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County".

This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6.            Safe Patient Handling (Patient Transport and Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Los Angeles County will make every reasonable effort to ensure that Patient Lift and/or Patient Transport Teams are available at all times. The County will make every reasonable effort to ensure that there will be no fewer than two (2) trained and designated team members to safely lift, reposition or transfer patients to/from beds, chairs, gurneys, and other areas; in accordance with DHS policy. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Worker Education Resource Center (WERC).

An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

Department of Health Services (DHS) Management will endeavor to make training, standards, guidelines and responsibilities clear and uniform throughout DHS.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any



proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.

3. The County shall make safety alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the safety alarm devices shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain safety alarm devices, and replace broken or damaged alarm through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the safety alarm devices.
4. A Code Gold Team (or Behavioral Response Team) is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Gold Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Gold Teams replace existing security measures in place in county facilities.

Code Gold Team response members shall be provided with designated coverage staff to provide continuity of patient care.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Gold Team in each department facility and on

each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Gold Teams.

During the term of the MOU, the Emergency Codes policy will be reviewed, with the explicit purpose of addressing changes or updates to the policy, upon the request of either party at mutually agreeable times and locations. In order to make meetings effective management will notify Local 721, in writing, of any proposed changes or updates, or Local 721 will notify management, in writing, of any requested changes or updates. All proposed/requested changes shall be provided at the time of meeting request.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8.            Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9.            Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding

quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10.            DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for

competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42            DEPARTMENT OF MENTAL HEALTH HEALTHCARE REFORM & INTEGRATION

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to establishing and improving ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for transitions in technology on workforce and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform and Integration Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform and Integration Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare Reform and Integration.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform and integration in DMH when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.



In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark for best practices to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

### Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal portable alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior , and other field base trainings.
- Necessary safety equipment, such as cell phones, gloves, protective body suits, first aid kits / emergency safety kits, will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform and Integration Committee.

This article will expire at the end of the contract, with the exception of the section on work place safety. If the parties have not completed the work of DMH Healthcare Reform and Integration by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43      RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44      WORK SCHEDULESPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

For the purpose of this article seniority shall be based upon continuous service in classification as currently practiced within the department.

Sheriff department seniority shall be based on continuous service within the work unit and on the classification item within the work unit.

A.    Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by management.

**B. Work Shifts**

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Where operationally feasible, Departments shall grant voluntary work shift changes based on seniority as a factor. For involuntary work shift changes, where operationally feasible, inverse seniority shall be considered as a factor in selecting the employee or employees whose work shift is to be changed. Involuntary work shift changes resulting from pending confidential investigations or reasonable accommodations, or related issues of a confidential nature, shall not be subject to County seniority considerations.

**C. Work Schedules**

Where operationally feasible, Departments shall grant voluntary schedule changes based on seniority as a factor. For involuntary schedule changes, where operationally feasible, inverse seniority shall be used as a factor in selecting the employee or employees whose schedule is to be changed. Involuntary work schedule changes resulting from pending confidential investigations or reasonable accommodations, or related issues of a confidential nature, shall not be subject to County seniority considerations.

D. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

E. Emergencies

Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

F. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

G. The parties agree that when an employee works in excess of their regularly scheduled work hours in a day, management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

H. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

I. Consultation on Saturday and Sunday Work Schedules – at written request of Local 721, work schedule issues shall be brought before a Joint Labor Management Committee for full time permanent employees within bargaining unit.

This Committee shall be comprised of three departmental representatives and three employee representatives from bargaining unit. The parties agree to meet three times a year.

ARTICLE 45      TRANSFER/REASSIGNMENT

Employees in the unit, who received at least a competent rating on their last performance evaluation and who desire to be transferred/reassigned to a specific work location within their own department, may submit a written request for transfer to their designated department representative. All department past practices regarding transfer, reassignment procedures shall remain in effect.

Requests filed hereunder shall be valid for a period of one year from date of filing and must be renewed if the employee still desires to be considered for transfer beyond that date.

When management decides to transfer/reassign a current employee , management shall review the requests for transfer/reassignment currently on file and make a reasonable effort to effect transfer/reassignments based on the desires of employees and operational needs of the department. Such review will give prime consideration to possible transfers/reassignments where employees mutually desire to exchange job assignments.

Management will then select the most senior qualified employees who would not need additional training.

When it becomes necessary to transfer/reassign an employee from one location to another, where there is no request on file to the location affected shall be transferred/reassigned based on the operational needs of the department. By mutual agreement between the



personnel officer of the department and the executive officer of the union, the provisions of this paragraph may be waived in consideration of a hardship situation.

Those employees who have filed for transfer/reassignment shall be reviewed in light of their performance and the requirements of the available opening.

For purposes of this article, seniority shall be based upon continuous service in the classification and within the department.

Transfers are defined as movement of an employee's permanent reporting location between one listed work location to another listed work location for each department as defined in this article.

Reassignments are defined as movement of an employee's permanent reporting location from one sub-location to another sub-location within any specific listed work location.

For purposes of this article, the following defines the work locations for the specific listed departments. All other departments' past practices for defined work locations shall remain in effect.

1. Public Library - Employees in the department, covered by this MOU for purposes of transfer/reassignment, shall be headquartered at 7400 East Imperial Highway, Downey. Their daily assignments will include libraries within a region and the headquarters work location.
  
2. Beaches and Harbors - For purposes of transfers, movement of an employee to any sub-yard location within a work location shall be deemed a transfer. Work locations for the department shall be comprised of a Northern, Central, Southern and Marina Del Rey District. The department sub-location facilities within each district are as follows:

Northern District

- Nicholas Beach
- Zuma Beach
- Point Dume Beach
- Dan Blocker Beach
- Malibu Surfrider Beach
- Latigo Shores Beach
- Las Tunas Beach
- Topanga Beach
- Will Rogers State Beach
- Santa Monica Beach (North)

Central District

- Venice Beach
- Isadora Dockweiler State Beach
- Santa Monica Beach (South)

Southern District

- Manhattan Beach
- Hermosa Beach
- Redondo Beach
- White Point Beach
- Torrance Beach
- Cabrillo Outside Beach
- Point Fermin Beach
- Royal Palms Beach

Marina Del Rey

- Marina del Rey

3. Animal Control - The work locations for the department shall be each of the department's six (6) Animal Care Centers, Administrative Offices, Enforcement Services, and Communication Center. These are:

- (1) Center No. 1(Downey Animal Care Center)  
11258 South Garfield Avenue  
Downey

- (2) Communications Center  
11258 S. Garfield Avenue  
Downey, CA 90242
  - (3) Center No. 3 (Carson Animal Care Center)  
216 West Victoria Street  
Gardena
  - (4) Center No. 4 (Baldwin Park Animal Care Center)  
4275 North Elton Street  
Baldwin Park
  - (5) Center No. 5 (Lancaster Animal Care Center)  
5210 West Avenue I  
Lancaster
  - (6) Center No. 6 (Castaic Animal Care Center)  
31044 North Charlie Canyon Road  
Castaic 91384
  - (7) Center No. 7  
29525 West Agoura Road (Agoura Animal Care Center)  
Agoura Hills
  - (8) Administrative Offices  
5898 Cherry Avenue  
Long Beach, CA 90805
  - (9) Enforcement Services (Licensing/Revenue)  
12440 E. Imperial Highway  
Norwalk, CA 90650
4. Forester and Fire Warden - The work locations of the department shall be the (1) East Los Angeles Headquarters location, (2) the Pacoima Yard location, (3) Camp 2 in La Canada-Flintridge, (4) Camp 8 in Malibu, (5) Camp 9 in Los Pinetos-Saugus, (6) Camp 5 in La Verne and Catalina Island.

5. Health Services - The work locations for the department's hospitals shall be the entire area of each hospital facility and any outlying health centers serviced by a hospital. The department's hospitals, for purposes of this article, are:

- (1) **LAC + USC Medical Center**  
2501 Marengo St.  
Los Angeles
- (2) **Harbor-UCLA Medical Center +MetroCare Affiliates**  
1000 West Carson Street  
Torrance
- (3) **ValleyCare Olive View – UCLA Medical Center**  
14445 Olive View Drive  
Sylmar
- (4) **Rancho Los Amigos National Rehabilitation Center**  
7601 East Imperial Highway  
Downey
- (5) **High Desert – MACC Health System**  
44900 North 60th Street West  
Lancaster
- (6) **MLK-MACC**  
1720 East 120<sup>th</sup> Street  
Los Angeles

Whenever one of the above listed hospitals assumes responsibility for any County health center, management will so inform Local 721.

6. Parks and Recreation - Work locations for the department shall be:

- (1) East Agency,
- (2) North Agency,
- (3) South Agency, and
- (4) Regional Facilities Agency.

The park sub-location facilities within each agency are listed. In the event any park facility is (re) assigned to a different agency, management will inform Local 721.

Agency office work locations are as follows: (See attached list):

- (1) East Agency 265 Cloverleaf Dr., Baldwin Park
- (2) North Area - 31320 N. Castaic Road, Castaic
- (3) South Area - 360 W. El Segundo Blvd., Los Angeles
- (4) Regional Facilities Agency – 265 Cloverleaf Dr., Baldwin Park

Employees will be assigned to a park sub-location facility, but may be transferred/reassigned to perform assignments throughout the Agency geographical area, as needed.

7. Internal Services - The headquarters for the department is 1100 North Eastern Avenue, Los Angeles. When Management deems that there is a need to move an employee from their current reporting assignment in an ISD District Office on a permanent basis, it shall be deemed a transfer. Transfers or movements not considered permanent will be known as temporary reassignments. The employee will perform duties within the geographical area of the current reporting assignment in an ISD District Office. The current ISD District Offices are:

500 W. Temple St., Los Angeles  
 13811 Del Sur, San Fernando  
 11236 Playa Court, Culver City  
 9230 E. Imperial Hwy., Downey

Attached are maps that define the geographical area of each ISD District Office.  
 (ISD map amended 3/13/96)

8. Public Works - The work locations for the department shall be as follows:
- A. Public Works Headquarters Facilities
- 900 South Fremont Avenue, Alhambra  
 1000 South Fremont Avenue, Alhambra
- B. Airports - each individual County airport shall be a separate work location.  
 They are:
- Brackett Field, La Verne
  - Compton/ Woodley Airport
  - El Monte Airport, El Monte

-- William J. Fox Field, Lancaster

-- Whiteman Airport , Pacoima

C. Sewer Maintenance - 4 locations

- (1) East Yard, Irwindale
- (2) South Yard, 59th St. Los Angeles
- (3) Central Yard, Santa Fe Springs
- (4) North Yard, Lancaster

D. Waterworks - 2 locations

- (1) North Maintenance Area, Lancaster
- (2) South Maintenance Area, Malibu Civic Center, Malibu

E. Flood Control Operations - 3 locations

- (1) East Maintenance Area, Longden Yard  
Irwindale
- (2) West Maintenance Area, Hansen Yard  
Pacoima - San Fernando
- (3) South Maintenance Area, Imperial Yard  
South Gate

F. Road Maintenance Division - The work locations for this division shall be each of the four (4) Maintenance Districts as shown on the attached map.

The headquarters for the four (4) Districts are as follows:

District #1 – 14747 Ramona Blvd., Baldwin Park

District #3- 5530 W. 83<sup>rd</sup> Street, Los Angeles



District #4- 11282 S. Garfield, Downey

District #5 – 38126 N. Sierra Hwy., Palmdale

For purposes of transfer/reassignment, employees will be assigned to the four (4) listed Maintenance District headquarters, but will perform assignments throughout the geographic area of responsibility of the District. Attached are maps defining the geographic boundaries of each of the four (4) Maintenance Districts.

When new facilities are instituted, the right to transfer/reassignment changes under this Article shall be limited to the extent necessary to maintain an adequate, experienced work force in the remaining facilities.

It is understood that this Article does not modify management's right to promote an employee.

In the event departmental management finds it necessary to re-designate, modify or create new work locations for employees covered by this memorandum of understanding, such action will not be implemented until management confers with Local 721.

During emergencies, the provisions of this Article shall be applied only to the degree practicable.

## PARKS &amp; RECREATION AGENCY LOCATIONS

East Agency	
Park Facilities	City
Allen J. Martin Park	La Puente
Arcadia Community and Regional County Park	Arcadia
Atlantic Avenue Park	Los Angeles
Avenue Park	La Puente
Avocado Heights Park	La Puente
Bassett Park	La Puente
Belvedere Community Regional Park	Los Angeles
Charles White Park	Altadena
Charter Oak Park	Covina
City Terrace Park	Los Angeles
Crescenta Valley Community Regional Park	La Crescenta
Dalton Park	Azusa
Eddie Heredia Boxing Club	Los Angeles
Eugene A. Obregon Park	Los Angeles
General Charles S. Farnsworth Park	Altadena
Loma Alta Park	Altadena
Michillinda Park	Pasadena
Nueva Maravilla	Los Angeles
Pamela County Park	Duarte
Parque Los Suenos	Los Angeles
Rimgrove Park	La Puente
Ruben F. Salazar Park	Los Angeles
San Angelo Park	La Puente
San Dimas Canyon Community Regional Park	San Dimas
Saybrook Park	Los Angeles
Sunshine Park	La Puente
Two Strike County Park	La Crescenta
Valleydale Park	Azusa
Walnut Park	Walnut Park

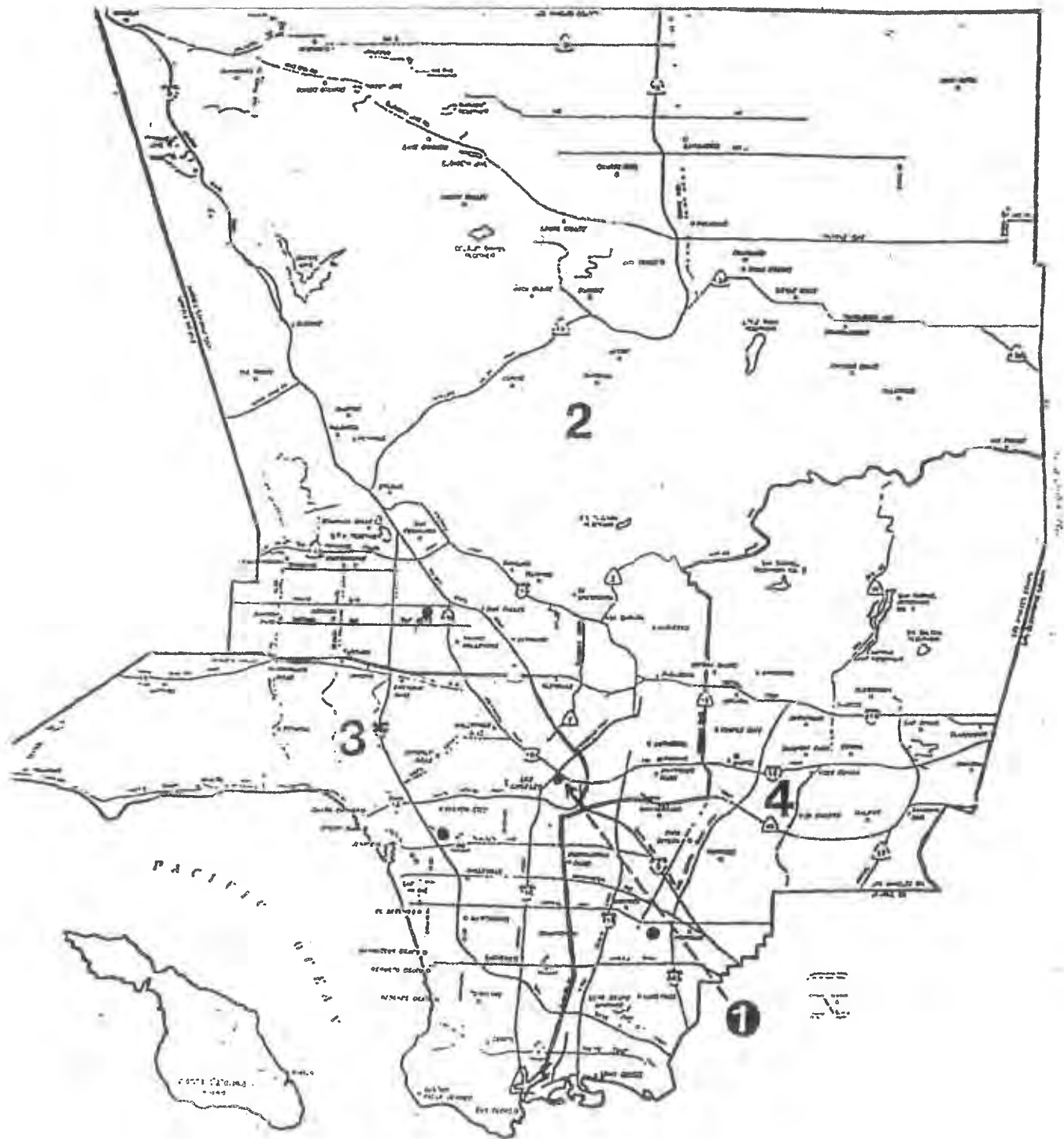
North Agency	
Park Facilities	City
Action Park	Action
Apollo Park	Lancaster
Castaic Regional Sports Complex	Castaic
Del Valle Park	Castaic
Dexter Park	San Fernando
El Cariso Community Regional Park	Sylmar
Everett Martin Park	Littlerock
George Lane Park	Quartz Hill
Hasley Canyon Park	Castaic
Jackie Robinson Park	Littlerock
Jake Kuredjian County Park	Stevenson Ranch
Pearblossom County Park	Pearblossom
Pico Canyon Park	Stevenson Ranch
Richard H. Rioux Memorial Park	Stevenson Ranch
Stephen Sorensen Park	Lake Los Angeles
Val Verde Community Regional Park	Val Verde
Veterans Memorial Community Regional Park	Sylmar
West Creek Park	Valencia

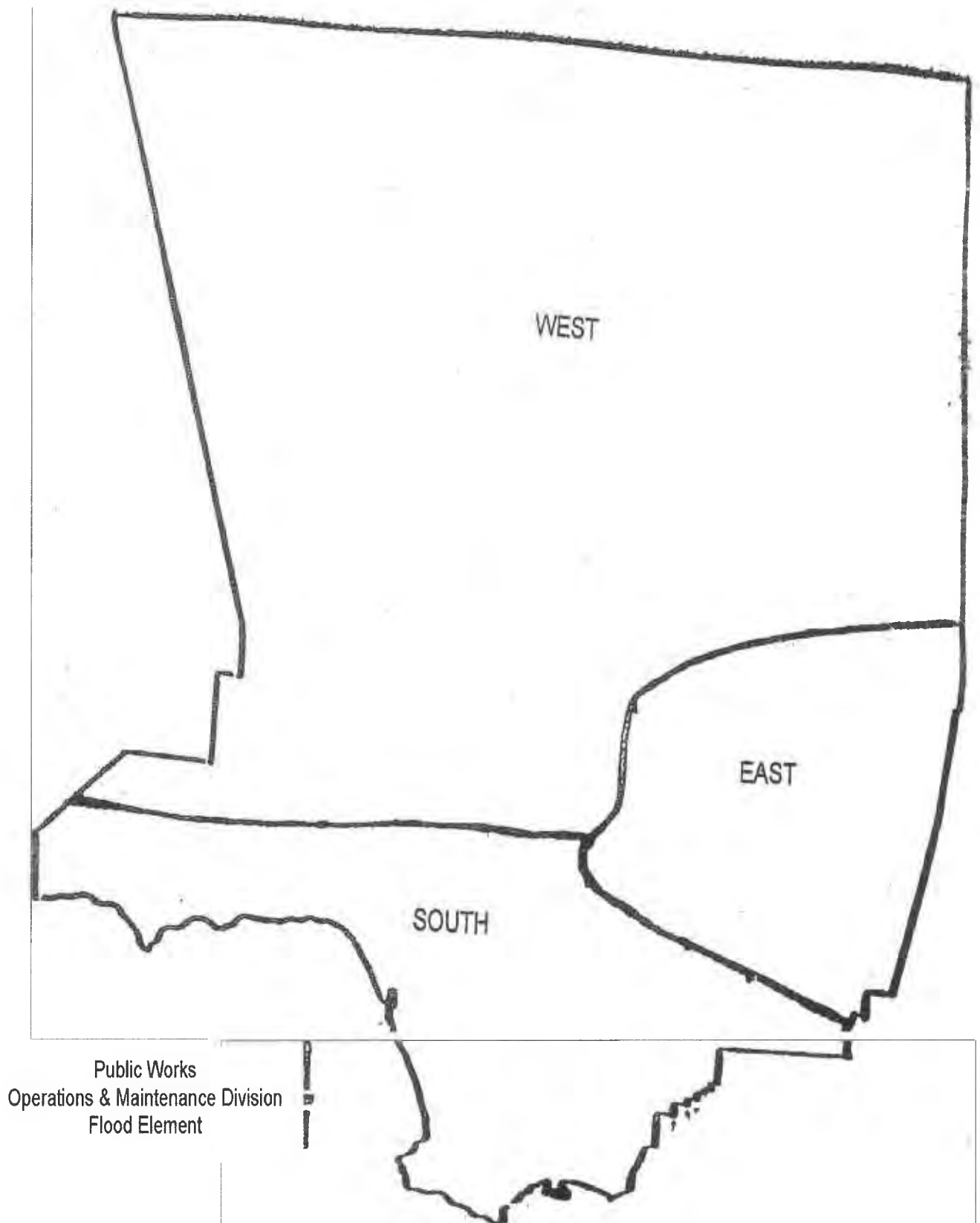
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ISD SECTION OFFICES

- #1 - 500 West Temple Street, Los Angeles
- #2 - 13811 Del Sur, Pacoima
- #3 - 11236 Playa Court, Culver City
- #4 - 9230 East Imperial Highway, Downey.





IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC  
AUTHORIZED REPRESENTATIVE

By   
BOB SCHOONOVER  
President

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By   
SYCHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS



MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
SUPERVISORY ARTISAN AND BLUE COLLAR EMPLOYEES  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 8<sup>th</sup> day of  
December, 2015

BY AND BETWEEN

Authorized Management Representative  
(hereinafter) referred to as "Management") of the  
County of Los Angeles (hereinafter referred to as  
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred  
to as "Union")

## TABLE OF CONTENTS

	PAGE
ARTICLE 1	PURPOSE ..... 1
ARTICLE 2	RECOGNITION..... 2
ARTICLE 3	IMPLEMENTATION ..... 3
ARTICLE 4	AUTHORIZED AGENTS ..... 4
ARTICLE 5	OBLIGATION TO SUPPORT ..... 5
ARTICLE 6	NON-DISCRIMINATION ..... 6
ARTICLE 7	TERM..... 7
ARTICLE 8	RENEGOTIATION ..... 8
ARTICLE 9	WORK RELEASE FOR NEGOTIATIONS ..... 9
ARTICLE 10	COORDINATED BARGAINING ..... 10
ARTICLE 11	GRIEVANCE PROCEDURE ..... 11
ARTICLE 12	GRIEVANCE MEDIATION ..... 23
ARTICLE 13	GRIEVANCES - GENERAL IN CHARACTER..... 25
ARTICLE 14	EXPEDITED ARBITRATION..... 27
ARTICLE 15	PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP ..... 31
ARTICLE 16	NEW EMPLOYEE ORIENTATION..... 36
ARTICLE 17	MANAGEMENT RIGHTS..... 37
ARTICLE 18	FULL UNDERSTANDING, MODIFICATIONS, WAIVER..... 38
ARTICLE 19	PROVISIONS OF LAW ..... 41
ARTICLE 20	CONTRACTING OUT AND TRANSFER OF FUNCTIONS.. 42
ARTICLE 21	STRIKES AND LOCKOUTS ..... 44
ARTICLE 22	ALTERNATIVES TO LAYOFFS ..... 45
ARTICLE 23	EMPLOYEE BENEFITS ..... 48
ARTICLE 24	ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES ..... 49
ARTICLE 25	OUT-OF-CLASS ASSIGNMENTS ..... 50
ARTICLE 26	POSITION CLASSIFICATION STUDY ..... 53
ARTICLE 27	PERSONNEL FILES ..... 55
ARTICLE 28	LEAVES OF ABSENCE ..... 57
ARTICLE 29	ENHANCED VOLUNTARY TIME-OFF PROGRAM..... 62
ARTICLE 30	EMPLOYEE LISTS ..... 67
ARTICLE 31	EMPLOYEE PAYCHECK ERRORS ..... 68
ARTICLE 32	EMPLOYEE PARKING ..... 71
ARTICLE 33	WORKPLACE RETRAINING ..... 73
ARTICLE 34	LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE ..... 76
ARTICLE 35	WORK ACCESS ..... 77
ARTICLE 36	BULLETIN BOARDS..... 78
ARTICLE 37	SAFETY AND HEALTH ..... 80
ARTICLE 38	ELECTRONIC HUMAN RESOURCES (e-HR) ..... 83
ARTICLE 39	PERSONNEL PRACTICES..... 84
ARTICLE 40	STEWARDS..... 86
ARTICLE 41	DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING..... 89

## TABLE OF CONTENTS

	PAGE
ARTICLE 42	DEPARTMENT OF MENTAL HEALTH HEALTHCARE REFORM & INTEGRATION..... 102
ARTICLE 43	RE-ENGINEERING AND WELFARE REFORM..... 105
ARTICLE 44	WORK SCHEDULES ..... 106
ARTICLE 45	TRANSFER/reassignment ..... 110
ARTICLE 46	UNIFORMS ..... 111
ARTICLE 47	RIGHTS OF UNIT ..... 113
ARTICLE 48	AFFIRMATIVE ACTION ..... 114
ARTICLE 49	TRAINING AND EMPLOYEE DEVELOPMENT ..... 115
ARTICLE 50	OVERTIME ..... 116
ARTICLE 51	SPECIAL PAY PRACTICES ..... 120
ARTICLE 52	SALARIES ..... 126
ARTICLE 53	PUBLIC WORKS FOOD FOR THE WINTER..... 136
	APPENDIX A..... 137
	APPENDIX B..... 138
	APPENDIX C ..... 141
	"NOTICE A" ..... 142
	"NOTICE B" ..... 143
	APPENDIX D ..... 144
	APPENDIX E..... i
	SIGNATURE PAGE.....ii

ARTICLE 1      PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2            RECOGNITIONSection 1.

LACEA, Local 660, SEIU was certified by the County's Employee Relations Commission on April 30, 1970 (Employee Relations Commission File No. R-54-69) as the majority representative for the Supervisory Artisan and Blue Collar Representation Unit pursuant to a representational election duly held by ERCOM on January 23, and 26, 1970 to select a majority representative for the employees in said unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management recognizes SEIU, Local 721, as the majority representative for all Supervisory Artisan and Blue Collar employees currently and hereafter employed in the employee classifications in this unit as well as classifications which may be added hereafter by the Employee Relations Commission.

Section 2.            Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in this Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A.     Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B.     Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C.     Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4            AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A.     Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B.     The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5            OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.



ARTICLE 6            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7        TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 8            RENEGOTIATIONSection 1.            Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of May 15 to May 31, 2018.

Negotiations shall begin no later than June 15, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9            WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10      COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11      GRIEVANCE PROCEDURESection 1.      Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2.      Definitions

1.      Wherever used the term "employee" means either employee or employees as appropriate.
2.      "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.  
  
A group grievance is a common complaint by a number of employees within the department or a unit thereof.
3.      "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3.            Responsibilities

1.     SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
  
2.     Departmental Management has the responsibility to:
  - A.     Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  
  - B.     Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
  
3.     The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4.                    Waivers and Time Limits

1.     Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2.     Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3.     If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4.     By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.                    Employee Rights and Restrictions

1.     The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).



2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
4. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
5. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6.            The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7.                    Procedures

Level 1.                    Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance.

Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2.                      Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3.                      Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.
- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8.            Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
  - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer

affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and

agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.



9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13            GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A.     Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B.     Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the

matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
  - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
    - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B.** The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
  7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
  8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
  9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
  10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within



sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15            PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.            Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3.            Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4.            Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5.            Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6.            Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7.            Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8.            Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9.                    List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10.                Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16            NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17      MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.



ARTICLE 18      FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

### Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

#### Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

#### Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20      CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency,

Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22      ALTERNATIVES TO LAYOFFSSection 1.      Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a)      discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b)      take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2.      Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement



transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

### Section 3.            Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

### Section 4.            Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5.            Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23      EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24      ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

## ARTICLE 25      OUT-OF-CLASS ASSIGNMENTS

### Section 1.      Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant\*, funded position in one class by an individual in another class.
  
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

### Section 2.      Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

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\*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

### Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26            POSITION CLASSIFICATION STUDYSection 1.            Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2.            Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3.            Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.



Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27      PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28        LEAVES OF ABSENCESection 1.        Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.        Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.        Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

#### Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5.            Family Leave

- A.     The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B.     The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C.     Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6.                    Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7.            Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.



ARTICLE 29      ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.
- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
  - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.
- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- An employee may take a total of one (1) year of EVTO with the following parameters:
  - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
- Retirement service credit will not accrue during this period.
- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual  
 Sick Leave Accrual  
 Savings and Horizons Plan\*  
 Flexible Benefit Contributions  
 Step Advance  
 Retirement Service Credit\*\*  
 Military Leave

Benefits Not Protected

Jury Leave  
 Bereavement Leave  
 Witness Leave  
 Civil Service Examination Leave  
 Weekend Pay  
 Holiday Pay

\* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

\*\* Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30      EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31        EMPLOYEE PAYCHECK ERRORSSection 1.        Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

## Section 2.            Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

## Section 3.            Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.



Section 4.            Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County,

Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5.            Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32            EMPLOYEE PARKINGSection 1.            Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2.            Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3.            Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33      WORKPLACE RETRAININGSection 1.Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2015-2016 will be forwarded to fiscal year 2016-2017. Any balance from fiscal year 2016-2017 will be forwarded to fiscal year 2017-2018. Any balance from the fiscal year 2017-2018 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2015-2016, 2016-2017, 2017-2018, July 1, 2018 to September 30, 2018) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2.            Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT  
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35      WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.



ARTICLE 36      BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37      SAFETY AND HEALTHSection 1.      Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his Steward to the departmental safety representative.

On any matter of safety or health that is not resolved by the departmental safety representative within a reasonable period of time, the Steward may confer with the departmental safety representative who will respond in writing.

If the Steward is not satisfied with the response of the departmental safety representative, a Local 721 business agent may consult with the Chief of Disability Benefits, Health and Safety of the Chief Executive Office or his designated representative. The representative of this branch shall investigate the matter and advise the department head and Local 721 of his findings in the case and his recommendation, if any.

It is understood and agreed that Local 721 reserves its rights under Article 13, Grievances - General in Character, in cases where Local 721 does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2.            First Aid Kits

The departmental safety representative or appropriate representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 3.

Management and Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

Management shall provide CPR and first aid training to all members of the Unit whom management determines needs such training or where it is required by law.

Section 5.

Within 60 days after the effective date of this Memorandum of Understanding management will meet with Union representatives to establish departmental safety committees whose sole purpose shall be to make mutual recommendations to management concerning matters of safety in County facilities where persons covered by this agreement are assigned. Each departmental committee shall consist of three (3) management representatives and three (3) Union representatives, the latter to be selected by the Union.

The committee shall meet quarterly unless mutually waived. Each meeting must be preceded by adequate notice of ten (10) business days and written agenda. The meeting shall be waived if no notice and written agenda is provided by either party.

ARTICLE 38      ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39      PERSONNEL PRACTICESSection 1.

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2.      Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or

other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

### Section 3. Communication through County E-mail

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with bargaining unit members through their County e-mail addresses.

This workgroup will complete its work within 60 days of the Board of Supervisors' approval of the MOU. The workgroup will present recommendations to the Board of Supervisors for any policy changes.



ARTICLE 40      STEWARDSSection 1.      Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

A Steward shall not be transferred, or changed to a different work shift without Local 721 approval as long as work for which he is qualified is available. This paragraph is not to be construed to limit changes resulting from promotion.

The Steward may attend employee orientation meetings.

ARTICLE 41                    DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF  
PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1.                    Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

In the event that health related services from multiple departments become integrated the County and Local 721 will meet in accordance with Article 41.

Section 2.            Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3.            Staffing

- A.     The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4.            Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the Worker Education Resource Center (WERC). Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Worker Education Resource Center (WERC). If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for WERC sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Worker Education Resource Center (WERC) may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.
- F. Employees who graduate from Healthcare Worker Education Resource Center (WERC) career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5.            Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-



existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

#### Section 6. Safe Patient Handling (Patient Transport and Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Los Angeles County will make every reasonable effort to ensure that Patient Lift and/or Patient Transport Teams are available at all times. The County will make every reasonable effort to ensure that there will be no fewer than two (2) trained and designated team members to safely lift, reposition or transfer patients to/from beds, chairs, gurneys, and other areas; in accordance with DHS policy.

Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Worker Education Resource Center (WERC). An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

Department of Health Services (DHS) Management will endeavor to make training, standards, guidelines and responsibilities clear and uniform throughout DHS.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make safety alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the safety alarm devices shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain safety alarm devices, and replace broken or damaged alarm through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the safety alarm devices.
4. A Code Gold Team (or Behavioral Response Team) is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Gold Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Gold Teams replace existing security measures in place in county facilities.

Code Gold Team response members shall be provided with designated coverage staff to provide continuity of patient care.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Gold Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Gold Teams.

During the term of the MOU, the Emergency Codes policy will be reviewed, with the explicit purpose of addressing changes or updates to the policy, upon the request of either party at mutually agreeable times and locations. In order to make meetings effective management will notify Local 721, in writing, of any proposed changes or updates, or Local 721 will notify management, in writing, of any requested changes or updates. All proposed/requested changes shall be provided at the time of meeting request.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.
6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the

Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8.            Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9.            Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10.            DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.



ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTHCARE  
REFORM & INTEGRATION

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to establishing and improving ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for transitions in technology on workforce and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform and Integration Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform and Integration Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare Reform and Integration.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform and integration in DMH when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark for best practices to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

### Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal portable alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior , and other field base trainings.
- Necessary safety equipment, such as cell phones, gloves, protective body suits, first aid kits / emergency safety kits, will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform and Integration Committee.

This article will expire at the end of the contract, with the exception of the section on work place safety. If the parties have not completed the work of DMH Healthcare Reform and Integration by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43      RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44      WORK SCHEDULESPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

For the purpose of this article, seniority shall be based upon continuous service in classification as currently practiced within the department.

Sheriff department, seniority shall be based on continuous service within the work unit and on the classification item within the work unit.

A.    Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Where operationally feasible, Departments shall grant voluntary work shift changes based on seniority as a factor. For involuntary work shift changes, where operationally feasible, inverse seniority shall be considered as a factor in selecting the employee or employees whose work shift is to be changed. Involuntary work shift changes resulting from pending confidential investigations or reasonable accommodations, or related issues of a confidential nature, shall not be subject to County seniority considerations.

C. WorkSchedule

Where operationally feasible, Departments shall grant voluntary schedule changes based on seniority as a factor. For involuntary schedule changes, where operationally feasible, inverse seniority shall be used as a factor in selecting the employee or employees whose schedule is to be changed. Involuntary work schedule changes resulting from pending confidential investigations or reasonable accommodations, or related issues of a confidential nature, shall not be subject to County seniority considerations.

D. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

E. Emergencies

Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

F. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

G. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

H. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

I. Consultation on Saturday and Sunday Work Schedules

Consultation on Saturday and Sunday Work Schedules – at written request of Local 721, work schedule issues shall be brought before a Joint Labor Management Committee for full time permanent employees within bargaining unit.

This Committee shall be comprised of three departmental representatives and three employee representatives from bargaining unit. The parties agree to meet three times a year.



ARTICLE 45      TRANSFER

Any employee assigned to the departments of Animal Control, Beaches & Harbors, Fire, Health Services, Internal Services, Parks & Recreation, and Public Works may submit a written request for transfer and have his/her name placed on a list to be kept by the Personnel Office for distribution to the manager of the work location to which the employee is requesting a transfer. The request will be retained for a period of one year. It is understood that the request is for an available, vacant position in the same classification within the employee's department. Management will consider these requests for transfer when filing vacancies. However, this Article in no way is intended to limit management's authority to make appointments.

In the event that an employee in the departments of Animal Control, Fire, Health Services, Internal Services, Parks & Recreation, and Public Works is involuntary transferred to a work location in another geographical area, as defined in the Artisan & Blue Collar MOU, and at the written request of Local 721, the parties agree to waive the first step of the grievance procedure.

The parties agree that the provisions of this Article do not apply to involuntary transfers which result from work force reductions.

ARTICLE 46      UNIFORMSSection 1.

The parties agree to recommend jointly to the Board of Supervisors that five (5) basic uniforms consisting of five (5) shirts, five (5) pairs of pants, and one jacket, as prescribed by Management, will be provided to each new full-time employee where such uniforms are required by Management.

Only specific articles of uniforms that Management requires employees to wear shall be furnished. With Department Head (appointing authority) approval, management may provide work boots.

Section 2.

Management agrees to replace not more than the articles of uniform defined in Section 1 on an as-needed basis. Worn out articles of uniform must be turned in to department management in order to obtain replacements.

Section 3.

In the event any employee terminates County employment within six months, the basic articles of uniform must be returned to the County upon termination.

Section 4.

The Department of Animal Control will implement issuing uniforms as follows:

Animal Control Officer IV

- 3 Class "A" uniforms
- 2 Class "B" uniforms
- 1 Belt
- 1 Pair of Boots
- Sam Browne Belt
- Keepers

Section 5.Probation Department

The Probation Department will issue uniforms to Supervising Crew Instructors. Only specific articles of uniforms that Management requires employees to wear shall be furnished. The number, type, and style of uniform to be issued will be determined at a Departmental Joint Labor Management Committee.

ARTICLE 47      RIGHTS OF UNIT

Management agrees to permit three (3) employees in the unit, designated by SEIU, Local 721, as spokespersons for the Unit, time off with pay to attend meetings between SEIU, Local 721 and County Management where the subject of such meetings involves basic issues affecting employee relations concerning the entire unit.

The names of the employees so designated will be provided in writing by SEIU, Local 721 to Management. SEIU, Local 721, agrees that the employee designated shall not log nor be entitled to compensatory time or premium pay for time spent pursuing activities allowed under this article.

ARTICLE 48      AFFIRMATIVE ACTION

The parties agree to establish an Affirmative Action Committee within this unit which will meet quarterly to identify areas of concern, if any, involving classes within this bargaining unit and to recommend solutions to defined problems, to County management.

This Committee shall be composed of three members of management, one of which shall be from the Chief Executive Office, and two employees from the unit and one staff representative from the Union.

The Committee shall meet during working hours without loss of compensation.

ARTICLE 49      TRAINING AND EMPLOYEE DEVELOPMENT

Management and SEIU, Local 721 recognize the importance of training employees within the Unit. Management agrees to continue departmental in-service training programs which are in effect at the time this Memorandum of Understanding is implemented until their terms have expired, and also to encourage the establishment of in-service training programs in departments and classifications where possible. Management agrees to make information concerning in-service training programs available to employees within the Unit.

Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

ARTICLE 50            OVERTIMESection 1.            Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A.     The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B.     The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C.     On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993, through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- D. With Department Head (Appointing Authority) approval, an employee in the bargaining unit may elect to work up to 54 hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. No more than 81 hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of 54 and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least ten (10) days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.



Section 2.                    Usage of Non-FLSA Earned Compensatory Time

- A.     Employee shall not be directed by management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by management.

- B.     With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3.                    Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4.                    Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 51      SPECIAL PAY PRACTICESSection 1.

- A. Any person employed in the Sheriff's Department items of Senior Baker (Item No 6377), Head Baker (Item No. 6378), Head Cook (Item No. 6402), Chief Cook (Item No. 6405), and Senior Butcher (Item No. 6386), shall be compensated at a rate one schedule higher than that established for such position in this Memorandum of Understanding.
  
- B. Any person in this Unit employed in the Department of Public Works who is certified by the State of California to work with explosives or, who directly assists any employee in the Department who is certified by the State of California to work with explosives shall be entitled to additional compensation at the rate of \$.50 per hour more than that provided for in Section 1 of Article 49 of this Memorandum of Understanding for each hour actually worked in any assignments requiring the handling, placement or discharge of explosives.
  
- C. Any person employed in the Department of Probation in the item of Head Cook (Item No. 6402) shall be compensated at a rate one schedule higher than that established for such position in this Memorandum of Understanding.
  
- D. Any person employed in the Internal Services Department in the item of Transportation Services Supervisor I shall be compensated at the rate one schedule higher than that established for such position in this Memorandum of Understanding.

- E. Effective October 1, 1991, notwithstanding any other provision of this MOU, persons in the bargaining unit, in the Department of Public Works, who, at the request of management obtain or re-new a class "A" or "B" motor vehicle license, restricted chemical applicator certificate, or other license or certificate, that is not as normal practice, required for the class in which they are employed, shall be reimbursed for the specific cost of such license or certificate as charged by the issuing agency.
- F. Effective October 1, 2006, notwithstanding any other provision of this Memorandum of Understanding, persons in the bargaining unit who, with the approval of management, obtain or renew a class "A" or "B" motor vehicle license, that is not as a normal practice required for the class in which they are employed, shall be entitled to a three percent (3%) bonus higher than that established for such classifications in Section 1 of Article 49 of the Memorandum of Understanding. This provision does not apply to employees that acquire an "A or B" motor vehicle license in connection with their voluntary participation in a departmental training program

## Section 2.            Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his normal work shift or normal workweek and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four (4) hours will be compensated for in accordance with the provisions of Article 50 Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

### Section 3.            Standby Pay

It is understood and agreed that effective January 1, 1996, employees in this unit who are assigned regularly scheduled periods of authorized standby service at off-duty times shall receive a 75 cents per hour bonus for such service to a maximum of \$100.00 per month.

Management shall specify at the beginning each quarterly period commencing January 1, 1996, the number of employees by classification that are required to be available for standby work. Each employee within a department may specify to the department that such employee does not desire to be available for standby work. In the

event an insufficient number of employees are available for such standby work, then the department may assign standby work to employees on the basis of the least senior employees in the department being so assigned.

No additional compensation for stand by status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Effective October 1, 2017, it is understood and agreed that employees in this Unit who are assigned regularly scheduled periods of authorized standby service at off duty times shall receive a \$1.05 per hour bonus for such service

#### Section 4.            Shift Premium

Second (swing) shift employees shall receive a premium of fifty (50) cents per hour. The second shift is one in which five-eighths (5/8) of the employee's straight time hours of work fall between 4 p.m. and 11 p.m.

Effective October 1, 2017, second (swing) shift employees shall receive a premium of \$1.00 dollar per hour. The second shift is one in which five eighths (5/8) of the employee's straight time hours of work fall between 4 p.m. and 11 p.m.

Third (graveyard) shift employees shall receive a premium of fifty (50) cents per hour. The third shift is one in which five-eighths (5/8) of the employee's straight time hours of work fall between 9 p.m. and 8 a.m.

Effective October 1, 2017, third (graveyard) shift employees shall receive a premium of \$1.00 dollar per hour. The third shift is one in which five eighths (5/8) of the employee's straight time hours of work fall between 9 p.m. and 8 a.m.

The parties agree to jointly recommend to the County's Board of Supervisors that effective July 1, 2001, the shift premium for the second (swing) and third (graveyard) shifts shall increase by \$.10 hour to a total of \$.75 per hour above the established rate for the classification.

#### Section 5.            Automotive Service Excellence Certificates

A permanent, full-time employee in the classification of Power Equipment Technician Working Supervisor (7436) and Power Equipment Technician Supervisor (7437) shall be entitled to twenty-five (25) cents per hour for each valid Automotive Service Excellence (ASE) Certificate earned in the following areas:

1. Gasoline Engines, T1
2. Diesel Engines, T2
3. Brakes, T4 or A5
4. Suspension & Steering, T5 or A4
5. Electrical Systems, T6 or A6
6. Heating & Air Conditioning, T7 or A4
7. Preventative Maintenance, T8
8. Engine Repair, A1

9. Automatic Transmission/transaxle, A2
10. Engine Performance, A8
11. Light Duty Hybrid/Electric, L3
12. Compressed Natural Gas (CNG), F1

In the event the employee fails to maintain certification in any of the above-reference areas, the employee will lose the ASE bonus for that certificate.

Employees in the aforementioned classifications are eligible to receive the bonus for either automobile or the equivalent ASE for medium/heavy truck certification, but not both.

Employees in the above classifications who currently possess a valid certificate in Drive Train, T3 or A3, shall continue to receive the bonus until expiration of the certificate. Even if the employee elects to renew the invalid certificate, the employee will not be eligible for the bonus for Drive Train, T3 or A3.



## ARTICLE 52      SALARIES

### Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

Effective October 1, 2015      3%  
 Effective October 1, 2016      3%  
 Effective October 1, 2017      2%  
 Effective April 1, 2018      2%

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2982	ANIMAL CONTROL OFFICER IV	CURRENT	NM	84A	4086.00	5359.00
		10/01/2015	NM	85B	4208.45	5519.73
		10/01/2016	NM	86C	4334.64	5685.36
		10/01/2017	NM	86L	4421.18	5798.82
		04/01/2018	NM	87H	4509.64	5914.82
6042	ASST AUTOMOTIVE EQUIPMENT COORD	CURRENT	NM	85D	4229.36	5547.18
		10/01/2015	NM	86E	4356.27	5713.73
		10/01/2016	NM	87F	4487.45	5885.73
		10/01/2017	NM	88C	4576.73	6002.82
		04/01/2018	NM	88L	4667.64	6122.09
0406	ASST ROADSIDE TREE SUPERINTENDENT	CURRENT	NM	88B	4565.36	5987.91
		10/01/2015	NM	89C	4702.45	6167.73
		01/01/2016	NM	91A	4940.00	6479.00
		10/01/2016	NM	92B	5088.73	6673.64
		10/01/2017	NM	92K	5190.55	6806.73
		04/01/2018	NM	93G	5294.00	6942.55
6043	AUTOMOTIVE EQUIPMENT COORDINATOR	CURRENT	NM	90D	4844.00	6353.18
		10/01/2015	NM	91E	4989.45	6543.73
		10/01/2016	NM	92F	5139.64	6740.18
		10/01/2017	NM	93C	5242.00	6874.18
		04/01/2018	NM	93L	5346.00	7010.91
0378	BEACH MAINTENANCE SUPERVISOR	CURRENT	NM	83B	3986.91	5229.00
		10/01/2015	NM	84C	4106.36	5385.73
		10/01/2016	NM	85D	4229.36	5547.18
		10/01/2017	NM	86A	4313.00	5657.00
		04/01/2018	NM	86J	4399.55	5770.45
7465	BODY & FENDER MECHANIC WKG SUPVR	CURRENT		F		5530.66
		10/01/2015		F		5696.58
		10/01/2016		F		5867.48
		10/01/2017		F		5984.83
		04/01/2018		F		6104.53

6405 CHIEF COOK	CURRENT	NM	77K	3461.45	4531.82
	10/01/2015	NM	78L	3564.36	4667.64
	10/01/2016	NM	80A	3669.00	4808.00
	10/01/2017	NM	80J	3742.45	4904.00
	04/01/2018	NM	81F	3816.36	5001.82
6778 CUSTODIAN SUPERVISOR	CURRENT	NM	66A	2523.00	3297.00
	10/01/2015	NM	67B	2598.36	3395.27
	01/01/2016	NM	67K	2649.27	3461.45
	10/01/2016	NM	68L	2728.36	3564.36
	01/01/2017	NM	70A	2808.00	3669.00
	10/01/2017	NM	70J	2864.00	3742.45
	04/01/2018	NM	71F	2920.00	3816.36
6776 CUSTODIAN WORKING SUPERVISOR	CURRENT	NM	61H	2240.82	2934.00
	10/01/2015	NM	62J	2309.55	3020.91
	01/01/2016	NM	63F	2356.09	3080.27
	10/01/2016	NM	64G	2427.00	3171.36
	01/01/2017	NM	65H	2499.00	3265.36
	10/01/2017	NM	66E	2548.09	3329.73
	04/01/2018	NM	67B	2598.36	3395.27
6616 EQUIPMENT MAINTENANCE SUPERVISOR	CURRENT	NM	82H	3938.82	5165.09
	10/01/2015	NM	83J	4056.27	5320.00
	10/01/2016	NM	84K	4177.64	5479.27
	10/01/2017	NM	85G	4260.73	5588.36
	04/01/2018	NM	86D	4345.45	5699.55
5907 FLOOD CONTROL CONSTRUCTION SUPVR	CURRENT	NM	93D	5255.00	6891.27
	10/01/2015	NM	94E	5412.45	7098.18
	10/01/2016	NM	95F	5574.64	7311.45
	10/01/2017	NM	96C	5685.36	7457.09
	04/01/2018	NM	96L	5798.82	7605.45
6625 GENERAL MAINTENANCE SUPERVISOR	CURRENT	NM	82D	3900.64	5114.18
	10/01/2015	NM	83E	4016.64	5268.00
	10/01/2016	NM	84F	4136.91	5425.82
	10/01/2017	NM	85C	4218.91	5533.45
	04/01/2018	NM	85L	4302.55	5643.27
0361 GROUNDS MAINTENANCE SUPERVISOR	CURRENT	NM	77D	3411.82	4465.27
	10/01/2015	NM	78E	3512.55	4599.45
	10/01/2016	NM	79F	3616.64	4737.64
	10/01/2017	NM	80C	3687.36	4832.00
	04/01/2018	NM	80L	3760.82	4928.00
1025 HEAD,BUILDING MAINTENANCE,PW	CURRENT	NM	85D	4229.36	5547.18
	10/01/2015	NM	86E	4356.27	5713.73
	10/01/2016	NM	87F	4487.45	5885.73
	10/01/2017	NM	88C	4576.73	6002.82
	04/01/2018	NM	88L	4667.64	6122.09
6402 HEAD COOK	CURRENT	NM	74H	3179.09	4157.27
	10/01/2015	NM	75J	3273.27	4281.64
	10/01/2016	NM	76K	3370.64	4410.36
	10/01/2017	NM	77G	3436.64	4498.55
	04/01/2018	NM	78D	3503.91	4588.09

6423 HEAD FOOD SERVICE WORKER	CURRENT	NM	66E	2548.09	3329.73
	10/01/2015	NM	67F	2623.82	3428.36
	10/01/2016	NM	68G	2701.82	3529.82
	10/01/2017	NM	69D	2754.91	3599.18
	04/01/2018	NM	70A	2808.00	3669.00
6647 HEAD INSTRUMENT TECHNICIAN	CURRENT	NM	94F	5425.82	7115.73
	10/01/2015	NM	95G	5588.36	7329.55
	10/01/2016	NM	96H	5756.27	7549.82
	10/01/2017	NM	97E	5871.18	7700.36
	04/01/2018	NM	98B	5987.91	7853.55
0345 HEAD PLANT NURSERY WORKER	CURRENT	NM	79B	3581.73	4690.73
	10/01/2015	NM	80C	3687.36	4832.00
	10/01/2016	NM	81D	3797.82	4977.09
	10/01/2017	NM	82A	3872.00	5076.00
	04/01/2018	NM	82J	3948.36	5177.82
7617 HEAD SEWING WORKER	CURRENT	NM	69J	2788.09	3642.82
	10/01/2015	NM	70K	2871.00	3751.64
	10/01/2016	NM	71L	2955.00	3862.73
	10/01/2017	NM	72H	3013.55	3938.82
	04/01/2018	NM	73E	3072.82	4016.64
6779 INMATE CREW SUPERVISOR	CURRENT	NM	65H	2499.00	3265.36
	10/01/2015	NM	66J	2573.18	3362.45
	01/01/2016	NM	67F	2623.82	3428.36
	10/01/2016	NM	68G	2701.82	3529.82
	01/01/2017	NM	69H	2781.45	3634.09
	10/01/2017	NM	70E	2836.00	3705.73
	04/01/2018	NM	71B	2892.00	3779.27
0343 INSTITUTIONAL GARDENING MANAGER	CURRENT	NM	79B	3581.73	4690.73
	10/01/2015	NM	80C	3687.36	4832.00
	10/01/2016	NM	81D	3797.82	4977.09
	10/01/2017	NM	82A	3872.00	5076.00
	04/01/2018	NM	82J	3948.36	5177.82
6796 INSTITUTIONAL SERVICES SUPERVISOR	CURRENT	NM	69H	2781.45	3634.09
	10/01/2015	NM	70J	2864.00	3742.45
	01/01/2016	NM	71F	2920.00	3816.36
	10/01/2016	NM	72G	3006.18	3929.27
	01/01/2017	NM	73H	3095.18	4046.36
	10/01/2017	NM	74E	3155.91	4126.73
	04/01/2018	NM	75B	3217.91	4208.45
6713 INTERMEDIATE HOUSEKEEPER	CURRENT	NM	61H	2240.82	2934.00
	10/01/2015	NM	62J	2309.55	3020.91
	01/01/2016	NM	63F	2356.09	3080.27
	10/01/2016	NM	64G	2427.00	3171.36
	01/01/2017	NM	65H	2499.00	3265.36
	10/01/2017	NM	66E	2548.09	3329.73
	04/01/2018	NM	67B	2598.36	3395.27
6875 LAUNDRY SUPERVISOR I	CURRENT	NM	70C	2822.00	3687.36
	10/01/2015	NM	71D	2906.00	3797.82
	10/01/2016	NM	72E	2991.45	3910.18
	10/01/2017	NM	73B	3050.45	3986.91
	04/01/2018	NM	73K	3110.09	4066.18

6878 LAUNDRY SUPERVISOR II	CURRENT	NM	76C	3313.36	4334.64
	10/01/2015	NM	77D	3411.82	4465.27
	10/01/2016	NM	78E	3512.55	4599.45
	10/01/2017	NM	79B	3581.73	4690.73
	04/01/2018	NM	79K	3651.55	4784.55
6868 LINEN ROOM SUPERVISOR I	CURRENT	NM	63G	2361.91	3087.73
	10/01/2015	NM	64H	2433.00	3179.09
	10/01/2016	NM	65J	2505.00	3273.27
	10/01/2017	NM	66F	2554.36	3337.91
	04/01/2018	NM	67C	2604.73	3403.55
6869 LINEN ROOM SUPERVISOR II	CURRENT	NM	65G	2493.00	3257.45
	10/01/2015	NM	66H	2566.91	3354.27
	10/01/2016	NM	67J	2642.91	3453.18
	10/01/2017	NM	68F	2695.18	3521.18
	04/01/2018	NM	69C	2748.27	3590.45
6872 LINEN ROOM SUPERVISOR III	CURRENT	NM	71G	2927.00	3825.64
	10/01/2015	NM	72H	3013.55	3938.82
	10/01/2016	NM	73J	3102.64	4056.27
	10/01/2017	NM	74F	3163.64	4136.91
	04/01/2018	NM	75C	3225.82	4218.91
7437 POWER EQUIP TECHNICIAN SUPERVISOR	CURRENT		F		5782.11
	10/01/2015		F		5955.57
	10/01/2016		F		6134.24
	10/01/2017		F		6256.92
	04/01/2018		F		6382.06
7436 POWER EQUIP TECHNICIAN WKG SUPVR	CURRENT		F		5530.76
	10/01/2015		F		5696.68
	10/01/2016		F		5867.58
	10/01/2017		F		5984.93
	04/01/2018		F		6104.63
7578 PRINTING PRODUCTION SUPERVISOR II	CURRENT	NM	78L	3564.36	4667.64
	10/01/2015	NM	80A	3669.00	4808.00
	10/01/2016	NM	81B	3779.27	4952.36
	10/01/2017	NM	81K	3853.45	5051.27
	04/01/2018	NM	82G	3929.27	5152.36
8836 REGIONAL PARK SUPERINTENDENT I	CURRENT	NM	81C	3788.55	4964.73
	10/01/2015	NM	82D	3900.64	5114.18
	01/01/2016	NM	83A	3977.00	5216.00
	10/01/2016	NM	84B	4096.18	5372.36
	01/01/2017	NM	85C	4218.91	5533.45
	10/01/2017	NM	85L	4302.55	5643.27
	04/01/2018	NM	86H	4388.73	5756.27
0284 SENIOR ARBORETUM GARDENER	CURRENT	NM	75D	3233.73	4229.36
	10/01/2015	NM	76E	3329.73	4356.27
	10/01/2016	NM	77F	3428.36	4487.45
	10/01/2017	NM	78C	3495.27	4576.73
	04/01/2018	NM	78L	3564.36	4667.64

6377 SENIOR BAKER	CURRENT	NM	73J	3102.64	4056.27
	10/01/2015	NM	74K	3194.55	4177.64
	10/01/2016	NM	75L	3289.09	4302.55
	10/01/2017	NM	76H	3354.27	4388.73
	04/01/2018	NM	77E	3420.09	4476.36
6780 SENIOR CUSTODIAN SUPERVISOR	CURRENT	NM	69H	2781.45	3634.09
	10/01/2015	NM	70J	2864.00	3742.45
	01/01/2016	NM	71F	2920.00	3816.36
	10/01/2016	NM	72G	3006.18	3929.27
	01/01/2017	NM	73H	3095.18	4046.36
	10/01/2017	NM	74E	3155.91	4126.73
	04/01/2018	NM	75B	3217.91	4208.45
6644 SENIOR INSTRUMENT TECHNICIAN	CURRENT	NM	93E	5268.00	6908.36
	10/01/2015	NM	94F	5425.82	7115.73
	10/01/2016	NM	95G	5588.36	7329.55
	10/01/2017	NM	96D	5699.55	7475.64
	04/01/2018	NM	97A	5813.00	7624.00
7615 SENIOR SEWING WORKER	CURRENT	NM	63J	2373.55	3102.64
	10/01/2015	NM	64K	2445.00	3194.55
	10/01/2016	NM	65L	2517.00	3289.09
	10/01/2017	NM	66H	2566.91	3354.27
	04/01/2018	NM	67E	2617.45	3420.09
7008 SR TRAFFIC PAINTER & SIGN POSTER	CURRENT	NM	78L	3564.36	4667.64
	10/01/2015	NM	80A	3669.00	4808.00
	10/01/2016	NM	81B	3779.27	4952.36
	10/01/2017	NM	81K	3853.45	5051.27
	04/01/2018	NM	82G	3929.27	5152.36
6845 SENIOR WASHING EQUIPMENT OPERATOR	CURRENT	NM	64C	2403.00	3140.45
	10/01/2015	NM	65D	2475.00	3233.73
	10/01/2016	NM	66E	2548.09	3329.73
	10/01/2017	NM	67B	2598.36	3395.27
	04/01/2018	NM	67K	2649.27	3461.45
5968 SEWER MAINTENANCE SUPERVISOR	CURRENT	NM	93D	5255.00	6891.27
	10/01/2015	NM	94E	5412.45	7098.18
	10/01/2016	NM	95F	5574.64	7311.45
	10/01/2017	NM	96C	5685.36	7457.09
	04/01/2018	NM	96L	5798.82	7605.45
7446 SHOP SUPT,PUBLIC WORKS	CURRENT		F		7332.06
	10/01/2015		F		7552.02
	10/01/2016		F		7778.58
	10/01/2017		F		7934.15
	04/01/2018		F		8092.83
6931 SUPVG BUSINESS EQUIP TECH,SHERIFF	CURRENT	NM	89C	4702.45	6167.73
	10/01/2015	NM	90D	4844.00	6353.18
	10/01/2016	NM	91E	4989.45	6543.73
	10/01/2017	NM	92B	5088.73	6673.64
	04/01/2018	NM	92K	5190.55	6806.73
2743 SUPERVISING PARKING CONTROL OFFICER	CURRENT	NM	75L	3289.09	4302.55
	10/01/2015	NM	77A	3387.00	4432.00
	10/01/2016	NM	78B	3486.64	4565.36
	10/01/2017	NM	78K	3555.73	4656.27
	04/01/2018	NM	79G	3625.36	4749.36

6724 SUPVG PERSONAL PROPERTY WORKER	CURRENT	NM	68F	2695.18	3521.18
	10/01/2015	NM	69G	2774.82	3625.36
	10/01/2016	NM	70H	2857.00	3733.27
	10/01/2017	NM	71E	2913.00	3807.09
	04/01/2018	NM	72B	2969.36	3881.55
7377 SUPVG POWER EQUIPMENT OPERATOR	CURRENT	NM	87E	4476.36	5871.18
	10/01/2015	NM	88F	4610.82	6047.55
	10/01/2016	NM	89G	4749.36	6229.18
	10/01/2017	NM	90D	4844.00	6353.18
	04/01/2018	NM	91A	4940.00	6479.00
6029 SUPERVISOR,MAIL & DELIVERY SERVICE	CURRENT	NM	73A	3043.00	3977.00
	10/01/2015	NM	74B	3132.73	4096.18
	10/01/2016	NM	75C	3225.82	4218.91
	10/01/2017	NM	75L	3289.09	4302.55
	04/01/2018	NM	76H	3354.27	4388.73
6591 SUPERVISOR,MARINA MAINTENANCE	CURRENT	NM	86G	4377.91	5742.09
	10/01/2015	NM	87H	4509.64	5914.82
	10/01/2016	NM	88J	4644.91	6092.27
	10/01/2017	NM	89F	4737.64	6213.82
	04/01/2018	NM	90C	4832.00	6337.45
7010 TRAFFIC PAINTER & SIGN POSTER SUPVR	CURRENT	NM	82G	3929.27	5152.36
	10/01/2015	NM	83H	4046.36	5307.00
	10/01/2016	NM	84J	4167.45	5465.91
	10/01/2017	NM	85F	4250.27	5574.64
	04/01/2018	NM	86C	4334.64	5685.36
6038 TRANSPORTATION & SERVICES SUPVR	CURRENT	NM	79B	3581.73	4690.73
	10/01/2015	NM	80C	3687.36	4832.00
	10/01/2016	NM	81D	3797.82	4977.09
	10/01/2017	NM	82A	3872.00	5076.00
	04/01/2018	NM	82J	3948.36	5177.82
5976 TRANSPORTATION SERVICES SUPVR I	CURRENT	NM	77G	3436.64	4498.55
	10/01/2015	NM	78H	3538.45	4633.55
	10/01/2016	NM	79J	3642.82	4772.82
	10/01/2017	NM	80F	3714.91	4868.00
	04/01/2018	NM	81C	3788.55	4964.73
0399 TREE TRIMMER & PEST CONTROL COORD	CURRENT	NM	86B	4323.82	5671.18
	10/01/2015	NM	87C	4454.18	5842.09
	01/01/2016	NM	89A	4679.00	6137.00
	10/01/2016	NM	90B	4820.00	6321.73
	10/01/2017	NM	90K	4916.00	6447.55
	04/01/2018	NM	91G	5014.18	6576.09
0397 TREE TRIMMER DISTRICT SUPERVISOR	CURRENT	NM	84B	4096.18	5372.36
	10/01/2015	NM	85C	4218.91	5533.45
	01/01/2016	NM	87A	4432.00	5813.00
	10/01/2016	NM	88B	4565.36	5987.91
	10/01/2017	NM	88K	4656.27	6107.18
	04/01/2018	NM	89G	4749.36	6229.18
2332 WAREHOUSE WORKER II	CURRENT	NM	73J	3102.64	4056.27
	10/01/2015	NM	74K	3194.55	4177.64
	10/01/2016	NM	75L	3289.09	4302.55
	10/01/2017	NM	76H	3354.27	4388.73
	04/01/2018	NM	77E	3420.09	4476.36

2333 WAREHOUSE WORKER III	CURRENT	NM	75J	3273.27	4281.64
	10/01/2015	NM	76K	3370.64	4410.36
	10/01/2016	NM	77L	3469.73	4542.91
	10/01/2017	NM	78H	3538.45	4633.55
	04/01/2018	NM	79E	3607.91	4725.91
2334 WAREHOUSE WORKER IV	CURRENT	NM	79J	3642.82	4772.82
	10/01/2015	NM	80K	3751.64	4916.00
	10/01/2016	NM	81L	3862.73	5063.64
	10/01/2017	NM	82H	3938.82	5165.09
	04/01/2018	NM	83E	4016.64	5268.00

## Section 2.           Vacation For Pay Program

### A.   Vacation Usage

Any special vacation earned during the period from October 1, 1993, Through June 30, 1994, may be used with the prior approval of management.

### B.   Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant

to this article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3.            Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.



c. Grievances arising out of this section shall be processed as follows:

- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources.

If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

#### Section 4.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

#### Section 5.            Minimum Wage

All SEIU Local 721 bargaining unit members shall be paid no less than fifteen dollars (\$15.00) per hour by July 1, 2018 according to the following schedule:

On July 1, 2016, all bargaining unit members paid below ten dollars and fifty cents (\$10.50) per hour shall have their base salary increased to at least ten dollars and fifty cents (\$10.50) per hour.

On July 1, 2017, all bargaining unit members paid below twelve dollars (\$12.00) per hour shall have their base salary increased to at least twelve dollars (\$12.00) per hour.

On July 1, 2018, all bargaining unit members paid below fifteen dollars (\$15.00) per hour shall have their base salary increased to at least fifteen dollars (\$15.00) per hour.

ARTICLE 53      PUBLIC WORKS FOOD FOR THE WINTER

Section 1.

The County agrees to continue, as per County Code 5.76.060, to equip food supplies to the rural work sites for Public Works road yards.

RD 557 Sub-yard (Millcreek),  
Mountain Operations Mount Wilson,

RD 558 Sub-yard (Jackson Lake).

The Department agrees to purchase and store food onsite at the above mentioned facilities in the beginning of October, for employees that have no way to get to food because of the distance between the work area, and/or for the employee that work emergency call out or continuance of work shifts into the long hours beyond regular work shifts.

This article is for reference to existing County Code provisions only and shall not be subject to Article 11 grievance procedure in this MOU.

## APPENDIX A

### **Performance Evaluations**

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

### **Informal Corrective Actions**

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

### **School and Child Care Activities**

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

### **Civil Service Examinations**

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

### **Military Leave**

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

### **Disaster Leave**

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

## APPENDIX B

### OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

#### **1. LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

#### **2. GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

#### **3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

#### 4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

#### 5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

**6. MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

## APPENDIX C

### EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

# SWHa

U.S. Wage and Hour Division



2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
(916) 478-7251 TTY (800) 700-2320  
Fax (916) 478-7329 www.dfeh.ca.gov



## "NOTICE A"

### PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
  - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
  - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
  - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

2218 Kausen Drive, Ste. 100,  
Elk Grove, CA 95758  
(916) 478-7251 TTY (800) 700-2320 Fax  
(916) 478-7329 www.dfeh.ca.gov



### "NOTICE B"

#### FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

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Employer's Contact Person at Employer's Telephone Number

APPENDIX DLABOR MANAGEMENT COMMITTEESection 1.                      Purpose

Departmental management and Labor agree to convene a Labor Management Committee (LMC) to discuss issues of mutual concern.

Section 2.                      Procedures

1. Labor and management shall mutually agree to commit to continue LMC meetings until matters contained within each agenda have been thoroughly discussed.
2. Labor shall provide management an agenda at least two weeks (ten business days) in advance of meeting.
3. The agenda shall contain no more than three (3) discussion items.
4. Labor may request release of a reasonable number of employee representatives with direct knowledge of agenda items to attend LMC.
5. Labor shall provide at least a two week (ten business days) advance notice of employee releases to mitigate operational impact.

6. Department management and labor shall respond to specific agenda issues within a timely manner.
7. If the meeting is postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.
8. The issues of mutual concern, including but not limited to, are as follows:

**Public Works**

OSD, Safety Issues

Food for the Winter

**Probation Department**

Crew Instructor uniforms

Light Vehicle Driver gear

**Internal Service Department**

Rain gear

APPENDIX E

Effective sixty (60) days From Board of Supervisors approval of the successor MOU, Chief Executive Office, Animal Care & Control and impacted members of the bargaining unit shall meet to implement Article 37 Safety and Health Committee, Section 5, to discuss the following matters of concern:

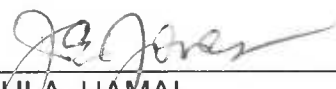
- Training on handling dangerous animals including, but not limited to, fractious dogs and snakes.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC  
AUTHORIZED REPRESENTATIVE

By   
BOB SCHOONOVER  
President

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By   
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS